

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00032  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The University of Texas Health Science Center at Tyler** ("Grantee" or "Contractor"), having its principal office at **11937 U.S. Hwy 271, Tyler, TX 75708** (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; and (2) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT B and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation  
Attachment B -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 2,580 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed \$209,530 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)  
Phone: (512) 776-3561

**Grantee**

The University of Texas Health Science Center at Tyler  
Address: 11937 U.S. Hwy 271  
Tyler, TX 75708  
Attention: Jeanie Gallegly  
Email: [Jeanie.gallegly@uthct.edu](mailto:Jeanie.gallegly@uthct.edu)  
Phone: (903)877-8007

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

The University of Texas Health Science Center at Tyler  
Address: 11937 U.S. Hwy 271  
Tyler, TX 75708  
Attention: Terry Witter, Chief Legal Officer

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

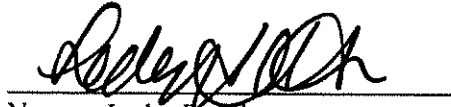
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY

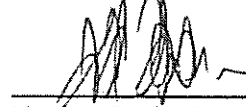


Name: Lesley French

Title: Associate Commissioner

Date of execution: 10/11/16

#### GRANTEE



Name: David Anderson

Title: Director, Sponsored Programs

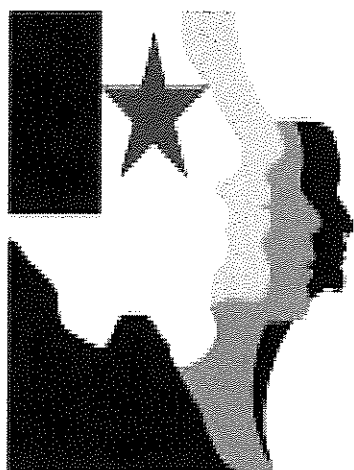
Date of execution: 9/29/16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT D – SPECIAL CONDITIONS
- ATTACHMENT E – STATE ASSURANCES
- ATTACHMENT F – FEDERAL ASSURANCES
- ATTACHMENT G – DATA USE AGREEMENT



**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term “contract” means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC’s Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants’ respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC’s Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC



reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.



The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**



- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;



- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a>	<input type="checkbox"/>	



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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant:

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### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.



**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN****Program Component A  
Program Administration and Management****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

# FORM I: WORK PLAN

## Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component C**  
**Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.



## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name  
of Applicant: \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".



# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		



	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

#### **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

#### **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

#### **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

#### **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

### **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

#### **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

#### **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



# **Attachment B – Contractor's Original Application**

The University of Texas Health Science Center at Tyler

# Healthy Texas Women

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Enrollment Number 529-16-0132

7/12/2016

Jeanie Gallegly, Program Manager

903-877-8007

[Jeanie.Gallegly@uthct.edu](mailto:Jeanie.Gallegly@uthct.edu)

## **Section 1 – Executive Summary**

The total HHSC Healthy Texas Women's funding request of \$209,530 for categorical budgeting is 0.10% of The University of Texas Health Science Center at Tyler FY 2017 operating budget of \$203,128,678. Recent years of cost improvement through focusing on quality of care, patient safety, and clinical outcomes has created a sound basis for operating with greater latitude. The University of Texas Health Science Center at Tyler, dedicated to improving the health of women in our region, has increased our range of sites and range of services. Our emphasis on expansion and financial practicality is driven by the need to adapt quality care to population needs.

UTHSCT maintains a quality department that routinely collects data and reports required information to HHSC, DSHS, and CMS. These data are also shared internally with administratively leadership and the relevant departments. Based on findings quality improvement projects are initiated using the PSDA model of improvement or LEAN. Individual physicians and department outcomes are tracked for trends and identification of areas of improvement. The capacity to perform required tracking and follow-up is already available within the current processes of UTHSCT. Data needs for this project will be added to the current responsibilities of Information Technology and Quality Management personnel who routinely perform data reporting duties.

The Quality Management Department performs chart audits, on-site observations, and tracers to identify areas needing improvement. The QM committee is a designated program-wide team required to conduct a quarterly review of a dashboard summary report of all program processes. Strategic dashboard level quality indicators are chosen to monitor the consistent use of best practice guidelines for the delivery of service to clients and subsequent financial processes including accurate coding and timely claim submissions.

The University of Texas Health Science Center at Tyler is distinctive because we're passionate about promoting health equity throughout all of our initiatives. We strive for a healthier population with alleviation and elimination of health disparities, improvement in quality of care, and reduction in healthcare costs. We are committed to continuously engaging our stakeholders in our diligence to provide meaningful and sustainable healthcare programs.

**FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST**

**Legal Business Name of Applicant:**

University of Texas Health Science Center at Tyler

<b>PROGRAM FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>A</b>	Application Table and Contents and Checklist	<input checked="" type="checkbox"/>	<b>1-2</b>
<b>B</b>	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	<b>3</b>
<b>C</b>	Contact Person Information	<input checked="" type="checkbox"/>	<b>4</b>
<b>D</b>	DELETED	<input checked="" type="checkbox"/>	<b>-</b>
<b>E</b>	DELETED	<input checked="" type="checkbox"/>	<b>-</b>
<b>F</b>	Budget Summary and Details	<input checked="" type="checkbox"/>	<b>5-15</b>
<b>G</b>	Applicant Background	<input checked="" type="checkbox"/>	<b>16-20</b>
<b>H</b>	Funding Request and Clients Served	<input checked="" type="checkbox"/>	<b>21</b>
<b>I</b>	Work Plan	<input checked="" type="checkbox"/>	<b>22-34</b>
<b>J</b>	Assessment Narrative	<input checked="" type="checkbox"/>	<b>35-37</b>
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	<b>38-42</b>
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input checked="" type="checkbox"/>	<b>43-47</b>
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input checked="" type="checkbox"/>	<b>n/a</b>
<b>L</b>	Staff Development Plan	<input checked="" type="checkbox"/>	<b>48</b>
<b>L-1</b>	Staff Development Training Calendar	<input checked="" type="checkbox"/>	<b>49</b>
<b>M</b>	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	<b>50-51</b>
<b>M-1</b>	Community Education/Program Promotion Calendar	<input checked="" type="checkbox"/>	<b>52</b>
<b>Appendix I</b>	IDC Agreement – For Budget Form F-7	<input checked="" type="checkbox"/>	<b>53-58</b>
<b>Appendix II</b>	Resumes/CV and Medical Director License	<input checked="" type="checkbox"/>	<b>59-92</b>
<b>Appendix III</b>	Organizational Chart	<input checked="" type="checkbox"/>	<b>93</b>
<b>Appendix IV</b>	Job Description Examples for Key Employees	<input checked="" type="checkbox"/>	<b>94-106</b>
<b>Appendix V</b>	Contracting Forms: <a href="#">HHSC Business Opportunities Webpage</a> <ul style="list-style-type: none"> <li>• <a href="#">Child Support Certification</a>;</li> <li>• <a href="#">Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts</a>;</li> <li>• <a href="#">Required Certifications</a>;</li> <li>• <a href="#">Federal Lobbying Certification</a>;</li> <li>• <a href="#">Anti-Trust Certification</a>;</li> <li>• <a href="#">Respondent Information and Disclosures</a>; and</li> </ul>	<input checked="" type="checkbox"/>	<b>107-125</b>

	<ul style="list-style-type: none"><li>Information Security and Privacy Initial Inquiry (SPI) <a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a></li></ul>		
<b>Appendix VI</b>	Healthy Texas Women Certification	<input checked="" type="checkbox"/>	<b>126-129</b>

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) ( <b><u>Original in envelope</u></b> ) <a href="#">HUB Subcontracting Plan (HSP)</a>	<input checked="" type="checkbox"/>	<b>130-138</b>

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input checked="" type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input checked="" type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input checked="" type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input checked="" type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input checked="" type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input checked="" type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input checked="" type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input checked="" type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input checked="" type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input checked="" type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input checked="" type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**FORM C: CONTACT PERSON INFORMATION****Contacts**

Billing Contact		Executive Director	
Last Name:	Ernst	Last Name:	Calhoun
First Name:	William	First Name:	Kirk
Salutation:	Mr.	Salutation:	Dr.
Title:	Sr. Executive Director of Hospital and Clinic Business Units	Title:	President
Email:	William.ernst@uthct.edu	Email:	Kirk.calhoun@uthct.edu
Phone:	903-877-7465	Phone:	903-877-7750

Financial Director		Medical Director	
Last Name:	Kavasch	Last Name:	Tompkins
First Name:	Kris	First Name:	Robert
Salutation:	Ms	Salutation:	Dr.
Title:	Chief Financial Officer	Title:	Medical Director
Email:	Kris.kavasch@uthct.edu	Email:	Robert.tompkins@uthct.edu
Phone:	903-877-7399	Phone:	903-877-7208

Primary Program Contact		Quality Assurance Contact	
Last Name:	Gallegly	Last Name:	Gallegly
First Name:	Jeanie	First Name:	Jeanie
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Program Manager	Title:	Program Manager
Email:	Jeanie.gallegly@uthct.edu	Email:	Jeanie.gallegly@uthct.edu
Phone:	903-877-8007	Phone:	903-877-8007

**FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS****FORM F: BUDGET SUMMARY (REQUIRED)****Legal Name of Respondent:****The University of Texas Health Science Center at Tyler**

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)			
A. Personnel	\$146,513	\$146,513				
B. Fringe Benefits	\$29,303	\$29,303				
C. Travel	\$3,142	\$3,142				
D. Equipment	\$0					
E. Supplies	\$759,890	\$1,020	\$785,870			
F. Contractual	\$0					
G. Other	\$7,575	\$7,575				
H. Total Direct Costs	\$973,223	\$187,553	\$785,870			
I. Indirect Costs	\$21,977	\$21,977				
J. Total (Sum of H and I)	\$995,400	\$209,530	\$785,870			

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	<b>Personnel</b>	<b>\$146,513</b>	<b>\$146,513</b>	<b>Fringe Benefits</b>	<b>\$29,303</b>	<b>\$29,303</b>
	<b>Travel</b>	<b>\$3,142</b>	<b>\$3,142</b>	<b>Equipment</b>	<b>\$0</b>	<b>\$0</b>
	<b>Supplies</b>	<b>\$786,890</b>	<b>\$759,890</b>	<b>Contractual</b>	<b>\$0</b>	<b>\$0</b>
	<b>Other</b>	<b>\$7,575</b>	<b>\$7,575</b>	<b>Indirect Costs</b>	<b>\$21,977</b>	<b>\$21,977</b>



TOTAL FOR:	Distribution Totals	\$995,400	Budget Total	\$995,400
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List any budget assumptions below:

## FORM F-1: PERSONNEL Budget Category Detail Form

**Legal Name of Respondent:**

The University of Texas Health Science Center at Tyler

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Clinic Director, MD	N	Clinic Director to supervise and coordinate client services in clinics	0.1	MD	\$15,425.00	12	\$18,510
Eligibility Specialist/CHW	N	Needed to assist in outreach and enrollement activities	0.25	CHW	\$2,917.00	12	\$8,751
Program Manager	N	Provides overall coordination of the program, including outreach, reporting, data management, and quality assurance	0.4	CHWI	\$5,417.00	12	\$26,002
Special Projects Coordinator	Y	Provides required oversight of business and financial processes	0.5	NA	\$3,333.33	12	\$20,000
Patient Service Coordinator	Y	Provides QA and eligibility support for CHW and eligibility staff.	0.5	NA	\$3,333.33	12	\$20,000
Health Educator/RN,QI,TE	Y	Provides QA support, training, and educational outreach for patients	0.6	RN	\$5,416.67	12	\$39,000
Chief Nursing Officer	N	Provides QA support and oversight of clinical operations	0.05	RN	\$14,583.00	12	\$8,750
Senior Executive Director of Hospital and Clinic Business Units	N	Provides QA support and oversight of scheduling and billing operations	0.05	NA	\$9,167.00	12	\$5,500
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
					Salary Wage Total		\$146,513

FRINGE BENEFITS		Itemize the elements of fringe benefits in the space below:	
		Fringe Benefit Rate %	20.00%
		Fringe Benefits Total	\$29,303

FORM F-2: TRAVEL Budget Category Detail Form							
Legal Name of Respondent:		The University of Texas Health Science Center at Tyler					
Conference / Workshop Travel Costs							
Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs		
			Days	Employees			
HHSC Contractor Trainings on Policy Manual	Training necessary for contract fulfillment	Austin, TX	2	3	Mileage	\$260	
					Airfare		
					Meals	\$426	
					Lodging	\$642	
					Other Costs		
					<b>Total</b>	\$1,328	
Program Eligibility Trainings	Training necessary for contract fulfillment	Austin, TX	2	3	Mileage	\$260	
					Airfare	\$0	
					Meals	\$426	
					Lodging	\$642	
					Other Costs		
					<b>Total</b>	\$1,328	
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0	
Total for Conference / Workshop Travel					\$2,656		

<b>Other / Local Travel Costs</b>					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage	Other Costs	
			Cost		Total
			(a)	(b)	(a) + (b)
Regional travel to community health fairs and other community venues necessary to conduct outreach activities	900	\$0.540	\$486		\$486
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$486

Other / Local Travel Costs:

\$486

Indicate Policy Used:

Conference / Workshop Travel Costs:

\$2,656

Respondent's Travel Policy

Total Travel Costs:

\$3,142

State of Texas Travel Policy

XX

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category****Detail Form****Legal Name of Respondent:****The University of Texas Health Science Center at Tyler**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

<b>Description of Item</b>	<b>Purpose &amp; Justification</b>	<b>Number of Units</b>	<b>Cost Per Unit</b>	<b>Total</b>
Not Applicable				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS</b>				<b>\$0</b>
		<b>Total Amount Requested for Equipment:</b>		<b>\$0</b>

<b>FORM F-4: SUPPLIES Budget Category Detail Form</b>			
<b>Legal Name of Respondent:</b>	<b><u>The University of Texas Health Science Center at Tyler</u></b>		
Itemize and describe each supply item and <b>provide an estimated quantity and cost (i.e. #of boxes &amp; cost/box) if applicable.</b> Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.			
<b>Description of Item</b> [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	<b>Purpose &amp; Justification</b>	<b>Total Cost</b>	
Immunizations & Vaccinations (vaccines/toxoids)	For use in providing immunizations to the eligible population.	\$84,628	
Sexually transmitted infection testing supplies	For use in providing STI services to the eligible population	\$96,853	
Pharmaceuticals (for contraception and treatment of certain STI)	For use in providing appropriate pharmaceuticals (contraception and certain STI) to eligible patients	\$132,990	
Radiology Supplies	For use in providing diagnostic imaging and ultrasound needed from core services to eligible patients	\$98,638	
Pregnancy Test Supplies	For use in providing pregnancy tests to eligible clients	\$53,749	
Patient Exam Supplies	Consumables necessary to provide direct patient care	\$97,563	
Surgical supplies	For use in providing -male/female genital system, integumentary system procedures covered under the core services	\$115,781	
Pathology & Lab Supplies	For use in pathology/lab procedures to eligible patients	\$78,668	
Outreach Supplies	Large print banners, hard poster boards, portable table, program branded organization table cloth	\$790	
Office Supplies	Organizing applications and protecting client and patient information	\$230	
<b>TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS</b>		<b>\$0</b>	
	<b>Total Amount Requested for Supplies:</b>	<b>\$759,890</b>	

## FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of  
Respondent:The University of Texas Health Science Center at Tyler

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Not Applicable						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for  
CONTRACTUAL:

\$0



**FORM F-6: OTHER Budget Category Detail Form**

<b>Legal Name of Respondent:</b>	<b>The University of Texas Health Science Center at Tyler</b>	
<b>Description of Item</b> [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	<b>Purpose &amp; Justification</b>	<b>Total Cost</b>
Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;	Needed to cover presumptive care costs incurred.	\$7,575
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0
	<b>Total Amount Requested for Other:</b>	<b>\$7,575</b>

## FORM F - 7 Indirect Costs

Legal Name of Respondent:

The University of Texas Health Science Center at Tyler

Total amount of indirect costs allocable to the project:

Amount: \$21,977

Indirect costs are based on (mark the statement that is applicable):

XX

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

**RATE:** 15 % of personnel - Max allowable by grantor.  
**BASE:** IDC agreement attached in Appendix I

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*Applies only to governmental entities.* The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

**RATE:**  
**TYPE:**  
**BASE:**

## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

**FORM G: APPLICANT BACKGROUND**

**Legal Business Name of Applicant:**

The University of Texas Health Science Center at Tyler

**1. Executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.**

The University of Texas Health Science Center at Tyler (UT Health Northeast) is one of six academic medical centers in the University of Texas System. As the only university medical center in the Northeast Texas, we serve a region the size of West Virginia and a population of over 1.2 million. For more than 60 years, UT Health Northeast has been meeting the needs of the region through excellent patient care, cutting-edge biomedical research, and comprehensive education and has an annual economic impact of \$347 million to the Northeast Texas region. Every day at UT Health Science Center Tyler, we look to our mission, vision, and values to guide our patient care.

**Our Mission** is *to serve Northeast Texas and beyond through excellent patient care and community health, comprehensive education, and innovative research.*

- UT Health Northeast provides award-winning care to patients across Northeast Texas, with signature programs in pulmonary medicine, cancer, and primary care. UT Health Northeast is in the top 10% of hospitals nationwide for lung care, the top 5% of hospitals nationwide in service to patients, and is one of only 15 hospitals in Texas to receive the Gold Award for care to patients with coronary artery disease. The innovative cancer program at UT Health Northeast has garnered attention from across the world, including top hospitals in Israel, Brazil, and Japan.
- UT Health Northeast excels at training the next generation of physicians and healthcare professionals. During a time of nationwide physician shortages, 80% of the family medicine physicians trained by UT Health Northeast remain in Texas, and the majority choose to stay right here in rural Northeast Texas. Students in our graduate biotechnology program are highly sought after by top pharmaceutical companies and elite universities across the country.
- UT Health Northeast's research is internationally recognized, bringing over \$117.3 million in awards to our region during the last decade. These scientific discoveries improve our quality of life of the people of Northeast Texas and beyond.

**Our Vision** is that we will be a great institution, unified in common purpose, to benefit human health and to improve quality of life. **Our Values** are servant leadership, accountability, diversity, and excellence.

**2. Detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.**

The University of Texas System Board of Regents is the governing board for UT Health Northeast. As a campus, we align institutional planning and policies with the Board of Regents, submit proposed budgets, operational activities, and certain contracts to the Board for approval, and participate in the Board's annual comprehensive evaluations of the campus's financial and operational performance.

As a state agency, the University of Texas Health Science Center at Tyler (UT Health Northeast) is a component of the University of Texas System. The Texas Legislature, which has the duty and authority to provide for the maintenance, support, and direction of The University of Texas by Article VII, Section 10 of the Texas Constitution, has delegated power to administer The University of Texas System to the University of Texas System Board of Regents (Board of Regents). Appointed by the Texas Governor and confirmed by the Senate, the Board of Regents is comprised of nine voting regents and one student regent and has responsibility to hire and evaluate each president of the 15 campuses of the UT System.

Kirk A. Calhoun, MD is the President of UT Health Northeast, and reports to the Executive Chancellor of Health Affairs of the UT System, the Chancellor of the UT System, and ultimately to the Board of Regents.

Joseph Woelkers, MA is the Executive Vice President, Chief Operating Officer and Chief Business Officer of UT Health Northeast and reports to the President. Mr. Woelkers is responsible for campus operations, including legal affairs, compliance, planning, university and community affairs, public affairs, human resources, construction and physical plant, and safety (including the police department).

Jeffrey Levin, MD, MSPH is the Senior Vice President of Clinical & Academic Affairs at UT Health Northeast and reports to the President. Dr. Levin is responsible for the critical and central elements of academic affairs associated with a medical center.

Steven Cox, MD is the Senior Vice President, Chief Medical Officer, and Physician-in-Chief at UT Health Northeast is responsible for the various clinical departments, community physicians, medical affairs and all medical staff.

Kris Kavasch is the Interim Vice President of Finance & Chief Financial Officer of UT Health Northeast and reports to the President. Ms Kavasch is responsible for the business operations of the campus, including accounting, billing, finance, information technology, and purchasing.

Steven Idell, MD, PhD is the Senior Vice President of Research at UT Health Northeast and reports to the President. Dr. Idell is responsible for research administration and the School of Medical Biological Sciences.

Timothy G. Ochran is the Senior Vice President and Chief Administrative Officer for Hospitals & Clinics. Mr. Ochran is responsible for Patient Centered Care & Chief Nursing Operations, hospital services, ancillary services, outpatient services, and satellite clinics.

David Lakey, MD is the Senior Vice President of Population Health at UT Health Northeast, and Associate Vice Chancellor for Population Health at the UT System. Dr. Lakey is responsible for leading, developing, growing, and sustaining complex programs and research in population health and for providing leadership and operational support to population health strategy of UT Health Northeast.

With approximately 1,370 employees, UT Health Northeast has a comprehensive structure and lines of authority reporting through each of the officers listed above, including associate vice presidents, executive directors, directors, and mid-level managers.

**3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

See Appendix II.

**4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services (maximum of 4 pages).**

Currently, UTHSCT has the ability to provide comprehensive services for women. Our clinics routinely provide both preventative and urgent care visits. Services provided include, but are not limited to:

- comprehensive annual check-ups;
- biometric measurements;
- preconception care;
- contraceptives including LARC and sterilizations;
- immunizations;
- breast and cervical cancer screenings;
- colon cancer screenings;
- psychology visits;
- diagnosis and treatments for chronic disease;
- screening and treatment for hyperlipidemia; diabetes, hypertension, thyroid disorders; screening and treatment for postpartum depression;
- basic infertility services and counseling;
- screening and treatment for sexually transmitted infections;
- screening and treatment for HIV;
- diagnostics such as labs, radiology, biopsies, colposcopies and LEEP procedures, and urgent visits.

The proposed services to be provided under the HTW Program include comprehensive preconception and postpartum care, health screening, routine follow up for chronic health conditions, adjunct diagnostics and laboratory testing to evaluate and manage the client's health status tailored to low income women from rural areas of Northeast Texas. A

physical examination is performed and medical history gathered on all new patients. Routine follow up appointments are provided to manage chronic health conditions. UTHSCT has a Center for Diabetes Care that focuses on diagnosing and treating diabetes, as well as providing resources for education and lifestyle changes. Gynecology and psychology are also considered a part of the service delivery for women to address any concomitant conditions hindering improved health outcomes. Under an agreement with NET Health, UTHSCT performs screenings for eligible women under the BCCS program and Komen grant. In addition to providing routine breast and cervical cancer screenings, UTHSCT also provides colonoscopies as recommended per the CDC. STI screening and treatment and pregnancy testing are provided as needed.

The project will seek to remove the prevalent barriers to care for the focus population. CHWs, who are integrated into the ambulatory care clinics, will play an important role in outreach to the focus population, facilitating transportation for clients, helping navigate services to reduce preventable hospitalization and unnecessary emergency department visits, providing preventive education and increasing health literacy, and building relationships that will improve follow-up. Patients residing in rural areas who have difficulty traveling to UTHSCT will be referred to East Texas Rural Transit District (Go Bus), which covers the entire 11-county region. UTHSCT has contracted with a shuttle service to transport patients who reside within the city of Tyler. This shuttle bus transports patients four times each day round-trip from our North Tyler location to the main hospital campus and Family Practice Clinic. Patients who cannot afford medication will be referred to one or more of the following programs/agencies – UTHSCT in house pharmacy assistance program or Wal-Mart, both of which maintain a stock of generic medications that cost \$4.00 or less; the local charitable organizations who assistance with purchasing medications such as PATH (People Attempting to Help); or the Salvation Army. UTHSCT Pharmacy has a mail-out program to help eliminate the barriers of transportation and the time to get to the pharmacy. Patients with poor compliance will be counseled in the clinic about the need for good adherence and its effect on patient outcomes. Any identified barriers to adherence such as lack of funds for medications will be addressed in a plan that will support better and more consistent adherence. Patients with mental illness will be provided care within the 30 primary care clinics. UTHSCT has an 1115 Medicaid waiver project focused on the integrated of behavior health services into primary care. UTHSCT has two psychiatrists, two clinical psychologists and a licensed clinical social worker (LCSW) available to provide individual consultations and/or counseling as needed.

The grant-funded services will improve the capacity of UTHSCT to incorporate the focus population into a primary care medical home, improving access to preventative health screening, preconception care, and postnatal visits for eligible women who have unable to seek care, except through local emergency rooms. Project services will move non-urgent, non-emergent evaluations from the emergency department to a less costly primary care office.

**5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).**

The primary mission of UTHSCT is three-fold: excellent patient care and community health, innovative research, and comprehensive education. UTHSCT's 120-bed hospital, emergency care and clinical facilities are located in northern Smith County. UTHSCT has multiple primary care clinic locations (Family Medicine, University Health Clinic, Women's Wellness, Internal Medicine, and the North Tyler Clinic) that serve the low-income and uninsured members of the population. In addition to primary care, UTHSCT offers 30 areas of specialty care, including emergency medicine, gynecology, general pediatrics, general surgery, pulmonary medicine and chest disease, pediatric pulmonary and infectious disease, cardiology, family practice and internal medicine, occupational medicine, asthma, allergy and immunology, lung disease, diabetes, aging, and gastroenterology, HIV specialty care and infectious diseases, medical and surgical oncology, radiation medicine, occupational medicine, psychiatry and behavioral health, and advanced specialists and researchers in opportunistic infections and in tuberculosis care. UTHSCT has extensive laboratory, pharmacy and radiology facilities in Tyler; a CDC approved and funded public health laboratory; hospice beds; and special facilities for the testing of opportunistic and chronic infections, the outpatient management of tuberculosis, and the management of other respiratory diseases. UTHSCT manages the Texas Center for Pulmonary Infectious Disease Control (CPIDC) which provides testing and specialty consultations in contagious diseases across Texas and supports tuberculosis outreach and care across nine states through our Heartland National TB Center. Nutritional services, physical therapy, and occupational therapy are available. UTHSCT has a highly-developed system of care, with years of experience in primary care and serving low-income populations from both urban and rural communities. The project will be folded into this system of services while retaining a distinctive, focused project mission of services to low income women who are underinsured or uninsured. Our system is actively working to develop a best-practices medical home. The project will provide a further specialized dimension to this effort.

## **6. Subcontracting Background. Not Applicable**

**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of****Applicant:**The University of Texas Health Science Center at Tyler**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$209,530
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**Clients Served:**

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Projected Number of Clinical Clients to be Served:</b>	2580
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**FORM I: WORK PLAN**

**Legal Business Name of Applicant:**

The University of Texas Health Science Center at Tyler

**Component A      Program Administration and Management**

**a. Identify the services Applicant intends to provide;**

The following services will be provided by UTHSC @ Tyler clinics through the Healthy Texas Women Program:

- Annual family planning and preventive healthcare visits
- Measurement of height, weight, and blood pressure; screening for hypertension
- Calculation of body mass index (BMI) with assessment for underweight, overweight, or obesity. Counseling on achieving and maintaining a healthy body weight will be provided when necessary (A BMI calculator is available from the Centers for Disease Control and Prevention).
- Screening for cervical cancer beginning at 21 years of age, regardless of sexual history, and continuing as indicated based on the individual's age, prior test results, and treatment history
- Pelvic examination (for all consenting patients 21 years and older; only if indicated by the medical history in consenting patients less than 21 years of age) to include the following elements:
  - Visual examination of the external genitalia, vaginal introitus, urethral meatus, and perianal area
  - Speculum examination of the cervix and vagina
  - Bimanual examination of the cervix, uterus, and adnexa; and when indicated, rectovaginal examination
  - Other appropriate screening or testing as indicated by age, risk factors, history, physical findings, and patient concerns:
  - Screening and treatment of Cervical Intraepithelial Neoplasia, diagnosis of cervical cancer
- Other examination as indicated by history, signs and symptoms, and patient concerns (e.g., thyroid, heart, lungs, abdomen, etc.)
- Cervical dysplasia treatment
- Contraceptive services, all methods except elective abortion and emergency contraception, including necessary follow-up and surveillance (pregnancy prevention and birth spacing)
- Preconception care and/or basic infertility services as appropriate
- Pregnancy testing and counseling
- Appropriate family planning counseling and services
- Prevention of STD/STIs and HIV
- Screening and outpatient treatment of sexually transmitted diseases and infections (STD/STI)
- HIV testing
- Breast cancer screenings and diagnostic services
- Screening and treatment of postpartum depression
- Diabetes screening as appropriate for age and risk factors, and treatment as necessary

- Hypertension screening and treatment
- Screening and treatment of elevated cholesterol
- Recommended immunizations
- Other testing if indicated
- Healthy lifestyle interventions and counseling as indicated based on age, risk factors, and client interest and receptiveness
- Medical nutrition therapy and
- Psychiatric diagnostic evaluation and treatment.

**b. Identify the Priority Population to be served;**

The counties in our target area include: Anderson, Cherokee, Gregg, Harrison, Henderson, Rains, Rusk, Smith, Upshur, Van Zandt, and Wood which has a total population of 787,506. Our priority population consists of the 203,866 women ages 15-44 who reside in the target population area and are at or under 200% of the Federal Poverty Line.

**c. Describe organizational workforce, support systems and other infrastructure available to achieve service delivery and policy-making activities;**

UTHSCT is has a comprehensive system which provides complete service lines and support systems. Each department establishes and adheres to both Institutional Hospital Operating Procedures and departmental corresponding policies. Our QA/QI department supports efforts towards quality care and quality improvement through collaboration with QA/QI teams from each service line. Our medical management team provides oversight and guidance for all clinic personnel. We have 24hr. IT assistance available. Billing, claim submission, and financial services are part of our internal system. Our organization's executive cabinet is comprised of a President/Chief Administrative Officer which is supported by an Executive Vice President, Chief Audit Executive, VP Chief Legal Officer, and Executive Assistant. There are seven main offices which oversee agency operations: Sr. VP of Research and Graduate Studies, Sr. VP of Clinical and Academic Affairs, Sr. VP of Population Health, VP and Chief Financial Officer, Sr. VP CMO and Physician-in-Chief, Sr. VP CAO Hospital and Clinics, and the Office of the Executive Vice President. This upper management team directs and oversees a multidisciplinary team which provides a wide-array care in ancillary, ambulatory, hospital, and outpatient areas; and in our satellite clinics. The Human Resource department coordinates with departmental and team management to provide internal education and trainings along with annual performance and goal-setting reviews. Our organization works as a cohesive team in ensuring services are effective and efficient.

**d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; Not Applicable**

**e. Provide an organizational Chart; See Appendix III.**

**f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; See Appendix IV for examples.**

**Medical Director** – Is responsible for overall management and organization of the HTW program's medical clinics and has overall authority. This director coordinates a team of physicians and the efforts of various services involved in patient care to ensure the best possible outcomes. The Medical Director chairs the Quality Assurance Committee and has authority over final approval for policies and procedures.

**Clinic Director** – Is responsive for management and organization of the medical clinics. Coordinates the efforts of various services involved in patient care to ensure the best possible outcome. Develops and monitors medical care policies/procedures and quality care performance pertaining to the medical clinic patients, working closely with clinic staff and the Medical Director. Reviews clinic processes including: quality assurance plans, license registration, and privileges/scope of practice annually (to include standing orders, medical guidelines, medical diagnosis, delegated prescriptive authority), with revisions as appropriate.

**Program Manager (PM)** – The PM oversees and coordinates all program processes including billing reviews, chart reviews, eligibility reviews (presumptive), program promotion and recruitment, program staff development and education, client quality assurance, program monitoring and documentation. The PM manages a multidisciplinary team that conducts patient/family support services to help patients achieve good health practices, and/or performs community outreach. In addition, the PM oversees staff activities that include facilitation of application assistance, health improvement, health promotion, health program development and support, health prevention activities, and coordination with regional programs and other partners within the community. Ensures HTW program staff maintains appropriate scope of practice and cultural competency.

**Eligibility Specialist/Community Health Worker** – Functions as a member of a multidisciplinary team that conducts patient/family support to help patients achieve good health practices, and/or community outreach. Primary responsibilities include: facilitation of application assistance, health improvement, health promotion, health program development and support, health prevention activities, and coordination with regional programs and partners within the community. Speaks with diverse populations about health programs in a sensitive and culturally competent manner. Advocates for patients and their families to ensure health care program compliance. Maintain data records and files for client records and program reporting.

**Reimbursement Manager** – Responsible for managing and coordinating patient financial services and staff who are responsible for billing and collections of hospital services. Responsible for the oversight of the charge master (CDM) and clinical and technical denials management, which involves reviewing, analyzing, researching, monitoring, educating, and determining appropriateness of clinical and technical appeals. Establishes policies and procedures and develops processes for streamlining billing and collections. Prepares reports as required and requested by HTW management team.

**Patient Financial Services Manager** – Responsible for managing and coordinating patient financial service areas and staff who are responsible for professional billing and collection, credits, and cashing duties, and organizes work flow in order to maximize the efficiency and productivity of personnel. Analyzes, trends, reports and takes effective action on

professional billing issues and issues affecting timely follow-up, denials, and collection of accounts. Establishes policies and procedures and develops processes for billing and collections. Prepares reports as required and requested by HTW management team.

Patient Service Coordinator – Functions as a member of a multidisciplinary team that conducts patient/family support to help patients achieve good health practices, and/or community outreach. Primary responsibilities include facilitation of application assistance, working with Program Manager to monitor program processes. Assists in the management of resources through collaboration with HTW team. Speaks with diverse populations about health programs in a sensitive and culturally competent manner. Advocates for patients and their families to ensure health care program compliance. Maintains data records and files for client records and program reporting.

Nurse Health Educator – Works with HTW team to provide expert individualized care coordinator to clients/patients and their families. Facilitates patient compliance and communication between client/patients and the multidisciplinary team. Collaborates with Program Manager in conducting education and outreach efforts. Collaborates with Program Manager in conducting chart reviews. Works as part of the HTW QA/QI team.

**g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

The University of Texas Health Science Center at Tyler has designed infrastructure specific to the HTW program in addition to program support provided through the institutional system. A UTHSCT HTW Team will be comprised of a Medical Director, Clinic Director, Program Manager, RN Health Educator/QI Specialist, Eligibility Specialist, Community Health Workers, and Patient Service Coordinators, along with clinic staff including (but not limited to) Nurses, Physicians, and Providers. This team will coordinate to ensure that services for HTW clients are effective and efficient throughout the contract term. An evaluation team comprised of the Program Manager, Special Projects Coordinator, our billing staff and financial department will coordinate data collection and monitor the prudential use of program funds. The HTW QI/QA Committee will monitor progress and evaluation reports to determine progress and possible corrective action.

**Component B: Quality Assurance/Quality Improvement**

**a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and**

Data collected for QA/QI reports will include, but not be limited to: billing reviews, chart reviews, eligibility reviews, applicant numbers, client/patient numbers, and numbers of contraceptive services. These reports will be submitted quarterly to the HTW QA/QI Committee, which will be comprised of the following staff members: Medical Director, Clinic Director, Program Manager, Billing Director, RN Health Educator, and the Clinic Nurse Manager. Policies and procedures will be updated annually by QA/QI committee (specific policies and procedures to be assigned per department.)

**b. At a minimum, provide the following information:****1) Medical Director's involvement in the QA/QI activities;**

The Medical Director attends QA/QI Committee meetings, directs clinical corrective action plans, and conducts annual facility reviews.

**2) Activities used to identify trends of needed improvement and the frequency of those activities;**

Progress reports will be presented to the QA/QI Committee quarterly (and more frequently if necessary). Reports will be compiled by the Program Manager, Health Educator/RN and other staff as needed.

**3) Activities to ensure correction and follow-up to findings identified;**

Corrective action plans will be implemented based on a finding of non-compliance (85% or lower). Follow-ups to corrective actions are to be monthly or as needed.

**4) Use and frequency of client satisfaction surveys;**

Client satisfaction surveys are conducted on an ongoing basis by our organizational QA/QI department. The HTW QA/QI Committee pulls from those surveys annually. Survey results are reviewed for opportunities for improvement and, if required, corrective action plans are subsequently implemented.

**5) System used to identify, report, and monitor adverse outcomes; and**

All staff system wide has been trained on identifying and reporting any/all adverse outcomes. Our QA/QI department monitors all reports and coordinates corrective actions. Any adverse outcome reported for a HTW client is corrected in collaboration with the HTW QA/QI Committee and program directors (Medical Director, Clinic Director, and Program Manager).

**6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

Protocols and SDO/Procedures are established and reviewed on an annual basis. Department heads from our organization conduct the reviews. For the HTW program and HTW clinic services, the Program Manager, Clinic Director, and Medical Director conduct reviews and if needed, revisions.

**Component C: Professional Development****a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and**

Our staff receive annual training for their professional certifications/licensures and training specific to the HTW program. In addition, annual cultural competency trainings are conducted.

**b. Identify staff, including job titles that will attend HHSC required trainings. The**

**contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

The Program Manager, Eligibility Specialist/CHW(s), and RN Health Educator/QI will attend HHSC trainings.

#### **Component D: Recruitment**

**Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.**

Initial efforts (September) will be comprised of in-reach to educate and promote the HTW program internally. Outreach will also begin mid-to-late September and will be a comprehensive approach. Panel cards will be used to provide a brief take home message and our contact information. These panel cards (in both English and Spanish and written at a lower literacy level) will be widely distributed to businesses, schools, and community organizations in all target counties. Panel cards will be provided to taquerias, laundromats, beauty salons and supply shops, and barber shops. Panel cards will be provided in conjunction with educational presentations to local faith-based organizations, ESL/GED classes, Head Start parent groups, and partner organizations who provide services to our target demographic such as WIC and ECI offices. These efforts will initially be provided by the Program Manager and CHW/Eligibility Specialist. As additional support staff are added, they will be trained and integrated into recruitment efforts. This will include the RN Health Educator, Patient Service Coordinator, and Special Project Coordinator. Thorough documentation will be maintained and reviewed monthly to determine successes, challenges, and opportunities to increase outreach efforts.

#### **Component E: Long-Acting Reversible Contraception (LARC) Usage**

**a. Describe which LARC methods will be provided at Applicant's clinic(s);**

All LARC methods will be provided on-site at our clinics.

**b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

LARC usage information will be incorporated in all outreach and recruitment efforts. All providers are trained in LARC usage and LARC usage counseling.

**c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.**

LARC Utilization and education trainings will be provided for staff in print and online. Trainings will consist of CDC recommendations for usage and education about LARC methods. Opportunities will be provided a minimum of twice per year.

**FORM I: WORK PLAN****Legal Business Name of****Applicant:**The University of Texas Health Science Center at Tyler

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

**For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:**

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;**

Activity calculations are extrapolated utilizing both current performance measures and projected growth. During FY17 our goal is to serve 2,580 women, with a contraceptive service rate of 60%. With the addition of a fully staffed clinic in a community which is highly populated with disparate demographics, our numbers of women served have and will continue to increase. With the addition of HTW support staff and the implementation of local outreach and recruitment efforts, all of our HTW providers will see increases in the number of clients presenting for services.

- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;**

In coordination with the HHSC HTW training in August 2016, open positions will be posted to recruit additional HTW staff. New staff will be trained. Community Health Workers will be positioned in clinics to assist with online HTW applications. Patient Service Coordinator will assist in client resource referrals. The Special Projects Coordinator and Health Educator will assist with outreach and trainings. The Special Projects Coordinator will assist with clerical tasks and billing reviews. A formal outreach promotion/recruitment plan will be finalized. Promotional materials will be ordered using the template UTHSCT utilized for our EPHC/PHC panel cards. Additional outreach support materials will be obtained and an outreach calendar will be created. The HTW QA/QI committee convenes to ensure the team is united as we proceed with FY17 services. The QA/QI committee will continue to meet monthly and PRN. Billing and Chart reviews will be conducted and results will be reviewed in committee. Reviews will be conducted by the Special Projects Coordinator and Health Educator. Patient/client service capacity will be reviewed on an ongoing basis to determine if additional scheduling or providers are needed in specific areas.

- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;**

The Program Manager and Eligibility Specialist will attend initial HTW program training. Human Resources will post new positions. The Program Manager, Clinic Director, and Eligibility Specialist will train new staff. The Eligibility Specialist/Community Health Worker and a Patient Service Coordinator will reply to all program inquiries and assist with applications and referrals to community resources as needed (i.e. food pantries or SNAP office.) The Special Projects Coordinator will assist Program Manager in monitoring program progress, with coordinating eligibility staff placement, and conducting outreach. Health Educator will assist the Program Manager in conducting chart reviews and will

facilitate education activities and QI activities. The Special Projects Coordinator will assist with all clerical tasks and will billing reviews. The Medical Director will oversee all HTW medical services. The Clinic Director will oversee specific clinic services.

**d. Define the time frame for accomplishing each objective/activity.**

HHSC training will be completed in August 2016. New positions will be posted by October 1, 2016 and filled by November 15, 2016. New staff trainings will be completed by 2 weeks of hire date. The program outreach promotion/recruitment plan will be completed by September 30, 2016. The first billing and chart reviews will be completed by September 15, 2016 and will subsequently be completed by the 15<sup>th</sup> of each month. Program progress will be tracked on a weekly basis from day one.

**e. Describe in specific terms how Applicant will evaluate each activity. For example, “client services data, pre/post assessments of educational sessions, client interviews/surveys, etc.”**

Client services data will be used to track program progress (the number of new and existing clients/the number of contraceptive/LARC recipients, etc.) Attendance of educational sessions and outreach events will be tracked.



**FORM I: WORK PLAN**

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals:</b> To provide support and guidance of the HTW program processes across organizational levels with focus on effectiveness and efficiency in the development and integration of knowledgeable and skilled staff.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Provide resource oversight that focuses on prioritization geared to performance results.  Define and document effective and efficient processes.  Define, develop, and sustain QA.  Encourage staff development through continuing education/ training and performance assessment and accountability.	Adhere to established in house operations and procedures along with the HTW policy and procedures manual.  Maintain accurate records.  Develop and cultivate a robust QA/QI committee.  Conduct regular staff trainings and provide opportunities for continuing education.  Conduct annual performance review with goal setting.  Conduct ongoing performance assessments with focus on accountability and development.	Performance Results (positive patient satisfaction surveys, numbers of HTW patients)  Accurate records of client processes.  Documentation of sufficient QA/QI processes.  Documentation of thoroughly trained staff members.  Documentation of annual performance reviews with goal setting.  Documentation of accountability (when applicable) and actions taken.	Medical Director  Clinic Director  Program Manager  Health Educator	June 2017 and ongoing.

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals:</b> Ensure monitoring of all HTW client services; systems and processes; evaluation; teamwork and staff development; and quality improvement action planning.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<p>Use a planned and systematic process to assess objectively the quality of services being delivered to the patients under the HTW program.</p> <p>Use a planned and systematic process both to assess objectively and to ensure safe practices with the Family Medicine Clinic service area.</p> <p>Implement corrective action when issues or opportunities for improvement in care or safety are identified.</p> <p>Ensure that The University of Texas Health Science Center at Tyler complies with policy, practice, and procedures as delineated in the HTW policy manual.</p>	<p>Eligibility, billing, and clinical record reviews to assure compliance with program requirements and clinical standards of care.</p> <p>Tracking and reporting of adverse outcomes.</p> <p>Collect patient satisfaction surveys.</p> <p>Conduct annual reviews of facilities, policies/procedures, and emergency safety plans.</p> <p>Enhancement of client/patient access by defining patient panels and implementing open access scheduling.</p>	<p>Electronic Medical Record Chart Audits and Scheduling Review Reports.</p> <p>Patient Satisfaction Survey results.</p>	Health Educator RN/QI and Program Manager.	Assessments ongoing with eligibility (presumptive) billing, and chart reviews monthly.

**FORM I: WORK PLAN****Program Component C  
Professional Development**

**Goals:** Maintain a program to enhance the professional level and effectiveness of staff members through the development of the knowledge, skills and abilities of its staff.

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<p>Ensure the HTW program has development and operational staff training appropriate to the needs and resources of the HTW program and the organization.</p> <p>Ensure that staff is provided appropriate training on current regulation/ requirements.</p> <p>Ensure that staff development activities are based on quality assurance indicators.</p> <p>Establish a system-wide direction, priorities and plans for staff development.</p> <p>Sponsor and support regular staff development such as allowing staff to schedule continuing education events.</p>	<p>Conduct annual trainings for internal procedures and ensure HTW staff receives state program training.</p> <p>Provide opportunity for staff trainings and continuing education.</p>	<p>Documentation of staff training.</p>	<p>Clinical Director (Clinic Trainings)</p> <p>Program Manager (Billing/Chart/ Sexual Assault Trainings)</p> <p>Health Educator (Clinic and Chart Trainings)</p>	<p>June 2017 and ongoing.</p>

**FORM I: WORK PLAN****Program Component D  
Recruitment**

**Goals:** Increase HTW program participants and program referrals by ensuring comprehensive outreach, in-reach, and education to the priority population for each county targeted for services under HTW.

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<p>Inform the public and organization staff members of the purpose of the HTW program, available service, available HTW locations/provider s, and eligibility guidelines.</p> <p>Enhance the understanding of the program and its objectives among the community and organization staff members.</p> <p>Increase the dissemination of basic family planning and women's health care knowledge.</p>	<p>Utilize program promotional print materials (such as panel cards) that are culturally competent.</p> <p>Attend community events.</p> <p>Provide presentations to community organizations such as and GED classes and organizations serving low income populations such as thrift shops or food pantries.</p> <p>Provide in-service education and presentations to organization staff.</p> <p>Disseminate program information (panel cards) at community hot-spots such as beauty supply stores and laundromats.</p> <p>Partner with organizations serving young women such as WIC clinics.</p>	<p>The number of panel cards disseminated.</p> <p>The number of new applicants.</p> <p>The number of call inquiries after an event.</p> <p>The number of referrals from internal staff members.</p> <p>The number of referrals from partner agencies.</p>	<p>Community Health Workers</p> <p>Eligibility Specialist/CHW</p> <p>Health Educator</p> <p>Special Project Coordinator</p>	<p>September 10, 2016 with a minimum of outreach events to be conducted quarterly.</p> <p>Ongoing.</p>

**FORM I: WORK PLAN****Program Component E  
LARC Usage**

**Goals:** Educate clients on LARC usage and increase the percentage of women choosing to utilize a LARC as their preferred method of contraception.

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<p>Increase knowledge of LARC usage among community members, staff members, and partner organizations.</p> <p>Ensure opportunities for adequate staff development and training on the use of LARC methods.</p> <p>Ensure appropriate and adequate counseling on LARC usage in all clients desiring contraception.</p> <p>Ensure all program staff and clinic staffs are current in knowledge of current LARC use recommendations.</p>	<p>Provide adequate educational materials for patient and staff education.</p> <p>Include LARC usage and availability as a program service in outreach and promotion efforts in a sensitive and culturally competent way.</p>	<p>The number of women choosing LARC as their preferred method of contraception.</p>	<p>Program Manager</p> <p>Health Educator</p> <p>Clinic Director</p>	<p>October 15, 2016 and ongoing.</p>

**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of****Applicant:**The University of Texas Health Science Center at Tyler**Part A**

<b>Source of Assessment Data</b>	<b>Date of Each Assessment Source</b>
U.S. Census Bureau, American Community Survey. 2009-13.	2013
U.S. Census Bureau, Decennial Census. 2000 – 2010.	2010
U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics Information and Analysis. May 2014-May 2016.	2016
Census Bureau, American Community Survey. 2009-13. Series S2406: Occupation by Class of Worker for the Civilian Employed Population 16 Years and Over	2013
National Center for Health Statistics - Mortality Files, 2010-2012	2012
Centers for Disease Control and Prevention, National Center for Health Statistics. Underlying Cause of Death 1999-2013 on CDC WONDER Online Database, released 2015.	2013.
Centers for Disease Control and Prevention. Division of STD Prevention, National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention, NCHHSTP Atlas, 2013.	2013
Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion. 2012.	2012
Center for Health Statistics (CHS). Texas Youth Risk Behavior Surveillance System Survey Data. Austin, TX: Texas Department of State Health Services, CHS, 2013.	2013

**Part B****1. A description of the community:**

- a. **Geographic boundaries:** Region 4 is comprised of 1,116,214 persons and a total land area of 15,414.73 square miles, representing 4.4% of the Texas population and 5.9% of the state's land area. The 23 counties of Region 4 are largely rural and are situated in the Pineywoods section of far northeast Texas.
- b. **General demographic:** Approximately 51% of Region 4 is female. The population of Region 4 is: 79.21% White/Caucasian, 17.89% Black/African American, 13.68% Hispanic/Latino, 0.85% Asian, 0.49% Native American/Alaska Native, 0.04% Native Hawaiian/Other Pacific Islander, 0.04% Other, and 1.46% Multi-race persons. The mean age is 40.6 years of age, with males slightly younger than the females (39.7 yrs. and 41.4 yrs. respectively).
- c. **General socioeconomic data:** The median household income in Region 4 is \$41,917 with a per capita income of \$22,653. From April to May 2016, unemployment rates in the region averaged 4.4%. Almost fourteen percent (13.89%) of Region 4 households receive SNAP benefits, with disproportionate numbers of recipients among minorities. Lowest occupation classification percentages were in production, transportation, material moving, service, natural resources, construction, and maintenance; while higher percentages were management, business, science, arts, sales and office.
- d. **General description of community-wide health status:** According to the National Center for Health Statistics' Mortality Files from 2010-2012, there were 11,712 premature deaths in the target population. From 1999 to 2013, Region 4 had 334.02 cardiovascular disease deaths (per 100K), 201.40 malignant neoplasms deaths, and 92.75 respiratory disease deaths, totaling 628.17 age-adjusted deaths due to chronic disease. While Region 4 Chlamydia rate was lower than the state's, multiple individual

counties exceeded the Texas rate. Gregg County had almost double the state Chlamydia infection rate (800.6/100K.) Gregg and Smith Counties had Gonorrhea infection rates exceeding Region 4 and the state reported diagnoses. There were 5,211 total STI cases (Chlamydia, Gonorrhea, and Primary/Secondary Syphilis) and 1,401 cases of HIV reported in the target counties (2013). 94,061 persons over 20 years of age were diagnosed with diabetes, with 69% from the target counties.

## **2. A description of the Priority Population:**

- e. **Geographic service area:** The counties in our target area are: the central sector (Gregg, Harrison, Smith, Upshur) which has a total population of 440,642, a total land area of 2,676.94 square miles and a population density of 204.93 persons per square mile; the southern sector (Rusk, Cherokee, Anderson) which is comprised of a total population of 162,635, a total land area of 3,038.73 square miles and a population density of 53.69 persons per square mile; and western sector (Henderson, Van Zandt, Wood, and Rains) which is comprised of a total population of 184,229, a total land area of 2,590.30 square miles and a population density of 66.38 persons per square mile. Both Gregg and Smith Counties are largely urban while all other counties are rural.
- f. **Characteristics of Priority Population:** The rate of women at or below 200% of the Federal Poverty Line (FPL) varied in the target population from 0.9% (Rains County) to 18.8% (Smith County.) There are 569,269.14 women ages 15-44 who reside in the target area, with 203,866 women at or under 200% of the FPL. 152,698 Hispanics/Latinos reside within the target counties. A quarter of the population in three of the largest populated counties (Gregg, Smith, and Rusk Counties) identified as African American/Black. From April to May 2016, Unemployment rates in the region averaged 4.4%, with the lowest rate (3.5%) in Anderson County and the highest rate (4.9%) in Cherokee, Upshur, and Wood Counties. Almost fourteen percent (13.89%) of Region 4 households receive SNAP benefits, with disproportionate numbers of recipients among minorities. The highest percentage of SNAP recipients were African Americans/Blacks in Anderson (37.9%) and Upshur (41.64%) Counties. Asian SNAP benefit recipients numbers ranged from 0% (Rusk and Upshur Counties) to over half the persons in Harrison County receiving SNAP (50.72%.) Likewise, American Indian/Alaska Natives and people designated as other and multi-race have wide ranging numbers of recipients (up to 42.75% in Henderson County and up to 39.13% in Upshur County respectively), while the highest number of Hispanic/Latino SNAP benefit recipients reside in Cherokee County (38.14 %.)
- g. **Priority Population's health status:** Teen birth rates from 2005-2012 among females aged 15-19 years reached almost 20% in Region 4. There were a total of 18,109 teen births. The target counties had a teen birth rate of 15.2% with the lowest rate in Smith County (12.6%) and the highest rate in Cherokee County (17.2%.) There were multiple concerning sexual behaviors reported in the 2013 Texas High School Risk Behavior Survey. Of students surveyed, 45% reported ever having had sexual intercourse, with 14.9 % reporting that they had sexual intercourse with more than four or more persons during their lifetime. Almost a third (32.8%) of students said they were currently sexually active. A troubling 47.1% of respondents stated that they did not use a condom; 86.3% of young women did not use birth control; 98.2% of young women did not use an IUD or implant; 95.3% of young women did not use a shot, patch, or birth control ring; and 23.8% of respondents stated they drank alcohol or used drugs before

their last sexual intercourse encounter. Over 20% stated that they were never taught about AIDS or HIV.

- h. **Current population served:** The current population served (under the TWHP and EPHC programs) is female and over 18, with the majority of participants 28 years of age or older. Patients with a diagnosis of diabetes reflected the upper range (11.6%) for CDC reported prevalence for our target counties. A total of 385 new patients were seen the UTHSC Family Practice Clinic between September 1, 2015 and May 31, 2016. Approximately 22% of these patients did not speak English, and almost 4% requested infertility counseling. From the EPHC patient population, 110 women received some form of birth control, with 31 receiving a Long Acting Reversible Contraceptive. Roughly 75-80% of the women who qualified for the UTHSC EPHC program were at or below 100% of the FPL.

**3. Gaps in resources and potential barriers to improving health status:** Gaps in resources and potential barriers to improving health status in the community we serve include:

- Health professional shortages to serve the patient population;
- Prevention and health literacy education services;
- Follow-up capacity to increase adherence;
- Services to high numbers of medically underserved areas and populations, including the uninsured/underinsured;
- Navigation services;
- Public transportation or alternatives to access care;
- Competing priorities for the patients - such as inability to miss work for appointments or the desire to continue alcohol or drug abuse; and
- Fear of seeking care in fear of an adverse diagnosis.

Barriers to delivering services to the target population include:

- Lack of transportation for healthcare visits;
- Poverty;
- Lack of insurance or underinsured;
- Unable to get off work for daytime appointments;
- Lack of access to medications and poor compliance to medical regimen;
- Mental illness and substance abuse;
- Poor education, low health literacy and poor English facility;
- Stigma (coupled with reduced anonymity in rural areas);
- Unhealthy lifestyles;
- Poor service integration.

The University of Texas Health Science Center at Tyler continually strives to address and potential barriers and gaps in resources in our communities. In effort eliminate transportation barriers, a dedicated shuttle bus has been established to provide free transport for persons in the city of Tyler. In order to assist LEP patients, our organization has certified medical translators and a contract with a medical translation service line. Our North Tyler Clinic has late appointments for patients who have difficulty missing work. We have relationships with multiple drug and alcohol treatment agencies and maintain a behavioral health department and staff trained to identify and assist with appropriate resource referrals. Our organization utilizes community health workers in assisting with patient education and referrals to community resources.



**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler  
Family Medicine Clinic/ Women's Wellness Clinic

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**Clinic Site # 1 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler  
North Tyler Clinic

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**Clinic Site #** 2 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler  
University Health Clinic

**Clinic Site #** 3 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler  
Lindale Clinic

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**Clinic Site # 4 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler  
Overton Clinic

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**Clinic Site #** 5 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**Clinic Site #** 1 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:	Family Medicine Clinic/ Women's Wellness Clinic		
Street Address:	11937 US Hwy 271	Suite :	
City:	Tyler	County:	Smith Zip Code: 75708 HSR: 4
Clinic APPOINTMENT Phone #:	903-877-7000		
Clinic PRIMARY Phone #:	903-877-7200	Fax:	903-877-7285
Service Area:	Anderson, Cherokee, Gregg, Harrison, Henderson, Rains, Rusk, Smith, Wood, Upshur, Van Zandt		
Contact Person:	Jeanie Gallegly		
Pharmacy License #:	6038	Class:	C
Physician TPI#:	127278302	NPI#:	1063400778; Facility TPI#: 127278304 NPI#: 1417941295
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	noon	12:01	5:00		
<b>TUESDAY</b>	8:00	noon	12:01	5:00		
<b>WEDNESDAY</b>	8:00	noon	12:01	5:00		
<b>THURSDAY</b>	8:00	noon	12:01	5:00		
<b>FRIDAY</b>	8:00	noon	12:01	5:00		
<b>SATURDAY</b>	closed					
<b>SUNDAY</b>	closed					
<b>TOTAL HRS/MONTH</b>	180					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**Clinic Site #** 2 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:	North Tyler Clinic		
Street Address:	2231 West Gentry Parkway	Suite:	
City:	Tyler	County:	Smith Zip Code: 75702 HSR: 4
Clinic APPOINTMENT Phone #:	903-877-7000		
Clinic PRIMARY Phone #:	903-877-7200	Fax:	903-877-8968
Service Area:	Anderson, Cherokee, Gregg, Harrison, Henderson, Rains, Rusk, Smith, Wood, Upshur, Van Zandt		
Contact Person:	Jeanie Gallegly		
Pharmacy License #:	Applied for January 2016	Class:	
Physician TPI#:	127278302	NPI#:	1063400778; Facility TPI#: 127278304 NPI#: 1417941295
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	9:00	noon	12:01	5:00	5:00	6:00
<b>TUESDAY</b>	8:00	noon	12:01	5:00		
<b>WEDNESDAY</b>	9:00	noon	12:01	5:00	5:00	6:00
<b>THURSDAY</b>	8:00	noon	12:01	5:00		
<b>FRIDAY</b>	8:00	noon	12:01	5:00		
<b>SATURDAY</b>	closed					
<b>SUNDAY</b>	closed					
<b>TOTAL HRS/MONTH</b>	180					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**Clinic Site #** 3 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:	University Health Clinic				
Street Address:	3310 Patriot Drive			Suite:	
City:	Tyler	County:	Smith	Zip Code:	75701 HSR: 4
Clinic APPOINTMENT Phone #:	903-877-7870				
Clinic PRIMARY Phone #:	903-877-7870		Fax: 903-877-8968		
Service Area:	Anderson, Cherokee, Gregg, Harrison, Henderson, Rains, Rusk, Smith, Wood, Upshur, Van Zandt				
Contact Person:	Jeanie Gallegly				
Pharmacy License #:	n/a		Class:		
Physician TPI#: 127278302 NPI#:1063400778; Facility TPI#: 127278304 NPI#: 1417941295					
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	noon	12:01	5:00		
TUESDAY	8:00	noon	12:01	5:00		
WEDNESDAY	8:00	noon	12:01	5:00		
THURSDAY	8:00	noon	12:01	5:00		
FRIDAY	8:00	noon	12:01	5:00		
SATURDAY	closed					
SUNDAY	closed					
TOTAL HRS/MONTH	180					



**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**Clinic Site #** 4 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:	Lindale Clinic		
Street Address:	2808 S. Main St.	Suite:	T & V
City:	Lindale	County:	Smith
Zip Code:	75771	HSR:	4
Clinic APPOINTMENT Phone #:	903-877-7870		
Clinic PRIMARY Phone #:	903-877-7870	Fax:	903-877-8968
Service Area:	Smith, Wood, Upshur, Van Zandt		
Contact Person:	Jeanie Gallegly		
Pharmacy License #:	n/a	Class:	
Physician TPI#:	127278302	NPI#:	1063400778; Facility TPI#: 127278304 NPI#: 1417941295
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	noon	12:01	5:00		
TUESDAY	8:00	noon	12:01	5:00		
WEDNESDAY	8:00	noon	12:01	5:00		
THURSDAY	8:00	noon	12:01	5:00		
FRIDAY	8:00	noon	12:01	5:00		
SATURDAY	closed					
SUNDAY	closed					
TOTAL HRS/MONTH	180					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

**Clinic Site #** 5 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:	Overton Clinic		
Street Address:	102 W. Henderson St.	Suite:	
City:	Tyler	County:	Rusk
Zip Code:	75684	HSR:	4
Clinic APPOINTMENT Phone #:	903-834-0201		
Clinic PRIMARY Phone #:	903-834-0201	Fax:	
Service Area	Harrison, Rusk		
Contact Person:	Jeanie Gallegly		
Pharmacy License #:	n/a	Class:	
Physician TPI#:	127278302	NPI#:	1063400778; Facility TPI#: 127278304 NPI#: 1417941295
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	noon	12:01	5:00		
TUESDAY	8:00	noon	12:01	5:00		
WEDNESDAY	8:00	noon	12:01	5:00		
THURSDAY	8:00	noon	12:01	5:00		
FRIDAY	8:00	noon	12:01	5:00		
SATURDAY	closed					
SUNDAY	closed					
TOTAL HRS/MONTH	180					

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

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**1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.**

The Program Manager, MS, CHWI, RCEP, TTS will coordinate staff development for eligibility, recruitment, application assistance, and trainings for sexual assault/intimate partner violence. The Medical Director, MD and Clinical Director, MD will coordinate clinic staff medical training. The Health Educator, RN will conduct staff development trainings in program coverage and child abuse.

Senior Executive Director of Hospital and Clinic Business Units, MBA will coordinate the billing department and scheduling department staff development.

**2. Identify specific training that will be used for eligibility and billing staff.**

The Program Manager and Eligibility Specialist (other staff will attend if available) will attend HHSC training in August 2016. The FY17 HTW Policy Manual will then be used by the Program Manager and Eligibility Specialists to train additional staff as positions are filled. Regional HTW support staff will also be utilized for trainings and technical assistance.

**3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.**

Core trainings are already established and to be held on upon orientation and subsequently on an annual basis. These trainings include but are not limited to trainings on internal policies, emergency procedures, safety, infection control, and HIPAA. UTHSCT utilizes the Performance Manager Software System to determine and document employee training requirements. The system is used to maintain records of required and completed training modules and assign and track training deadlines and progress. Additional training is assigned as needed, based on operational findings and corrective action plans upon direction of the QA/QI Committee or departmental directors.

**4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.**

UTHSCT Performance Management Software System is used for conducting performance reviews for all staff. Departmental directors and managers, in concert with staff identify annual program and position expectations, individual goals and areas of improvement. These expectations are reviewed with each staff at least annually, with development of goals for the next calendar year. Any needs, concerns or requests for individual and/or program improvement are discussed at this time. If necessary, more frequent discussions are held should problems be identified or more immediate need form education or skill development be identified that would improve the HTW program or services provided to clients.

**FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

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Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
8/11/16 – 8/12/16	HHSC HTW Contractor Program Manual Training	HHSC		X
TBA	HHSC HTW Training	HHSC		X
9/15/16	Front line staff HTW Program training	Program Director/Health Educator RN	X	
June 2017	Compliance Training (internal trainings)	UTHSCT online training	X	
TBA by 10/1/16	Intimate Partner and Sexual Violence Training	UTHSCT online training	X	
TBA	LARC usage trainings (twice)	UTHSCT in service/ Clinic Director	X	

**FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

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The Community Education/Program Promotion Plan must:

**1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.**

To serve our current and future patients with HTW services, we must adopt marketing concepts to address the need to increase awareness and enhance access to primary care and contraceptive services to eligible women. Marketing is the process used to share HTW information with current and potential patients as well as to other targeted groups. This is part of our program promotion plan.

During the first month of FY17, the HTW team will provide education on HTW to internal health providers and teams. Organization staff members will be informed of the purpose of the HTW program, available services, available HTW locations/providers, and eligibility guidelines. The Case Management Department will be contacted for utilization in identifying and disseminating applications to potentially eligible patients. The HTW team facilitates the enhancement of understanding of the program and its objectives among organization staff members.

Throughout the contract period, HTW program staff will identify key community stakeholders to assist in the dissemination HTW program information. Using a current social service program, Women Infant Children (WIC), HTW program information will be given to potential applicants. HTW program information will be provided to all of the WIC staff during their staff development meetings. UTHSCT will provide presentations during the breast feeding campaign to WIC recipients. Our local WIC office has stated that they have over 2,000 potentially eligible women.

Additional key community stakeholders will be identified in each county to facilitate the dissemination HTW program information. NET Health is being utilized to identify contacts in more rural counties of East Texas. Local Head Start programs have requested that we present our programs at all parent education meetings, and will facilitate presentations about the HTW program specifically.

To increase the dissemination of basic family planning and women's health care knowledge, we will utilize program specific promotional print materials (such as panel cards) that are culturally competent. The Program Manager and Community Health Workers (CHW) will contact local schools (to present to parents and caregivers), churches, health providers and social service agencies regarding available services provided through the HTW program to increase awareness and knowledge of HTW program information to local schools, churches, health providers, community vendors, and social services agencies. Community health workers (CHW) will disseminate HTW panel cards to community vendors servicing target populations (laundromats, beauty supply shops, beauty salons, barber shops, grocery stores, and taquerias). Subsequently, group presentations will be scheduled to introduce the program to potential applicants.

Large community events will be attended for HTW recruitment based on information about the inaugural year and subsequent yearly attendance of each event (including demographics). Large community events historically attended by UTHSCT programs

servicing disparate populations include: Dia de las Madres at Bethesda, Mothers' Appreciation Day at Catholic Charities, School is Cool, Juneteenth, The Blazin' Day in the Park Family Fun Day, Faith Walk, Diez Y Seis, Jarvis Fest Health Fair, Day for Kids at Bergfield Park, Fall Family Fun Festival at Glass Recreation Center, Hispanic Resource Fair, Hogg Middle School Health Fair for Parents, CPS Kids Fest at Broadway Square Mall, East Texas Community Health Conference, Northeast Texas Community Health Workers' Conference, East Texas Medical and Dental Outreach in Van, Cowboy Church Women's' Conference. Many of these events provide opportunity for free media through the presence of local newspaper, radio and television. See Form M-1

Utilizing local media, free public service announcements will continually be provided via local news stations and radio stations. Program promotion will continue to be posted on UTHSCT social media sites.

Evaluation and Monitoring - A progress report will be made on a monthly basis to the Quality Assurance (QA) committee. The report will contain a summary of the planned activities completed during the month as well as the status new HTW clients and of new applications received for the HTW program.

**2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.**

Community education is integrated in all outreach/promotion and recruitment efforts. All presentations will include information about basic women's wellness and contraceptive use (including LARC usage). Collaborative efforts are currently being sought among both internal and external programs to provide additional education opportunities for clients and potential clients. UTHSCT has multiple projects which feature community education and current talks are underway to determine the appropriateness and viability of combining education efforts. Possible collaborations include a diabetes education class and CHW certification classes. Additional collaborations will be available from established partnerships with external social services. Current partnerships with local WIC offices and with the Northeast Texas Public Health District (NET Health) and the NET Health Center for Healthy Living are established allowing for both presentations and bi-directional referrals. Local radio/media collaborations also exist and will allow for radio Public Service Announcements and promos at community events which are supported by local radio stations. Local TV/media collaborations exist and will allow for informative spots to promote the HTW program. Social media is a strong component in our organization-wide promotion and women's health (HTW) is an important part of our overall message.

**Form M-1: Community Education/Program Promotion Calendar**

**Legal Business Name of Applicant:** The University of Texas Health Science Center at Tyler

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Date	Topic / Activity	Presenter	Location	
			Within Agency	Outside Training
9/2016 and 3/2017	HTW Program Services/LARC Usage	Program Manager	X	
9/2016 and 3/2017	HTW Program Eligibility Guidelines	Program Manager, Eligibility Specialist	X	
10/2016	HTW Program Services/LARC Usage/Qualifications	Program Manager, Eligibility Specialist	X	X
11/2016 and Monthly	HTW Program Services, Diabetes and HTN Management	Health Educator		X
11/2016 and Monthly	HTW Program Services/LARC Usage/Qualifications	Health Educator, Eligibility Specialist		X
PRN	HTW Program Services/LARC Usage/Qualifications	Program Manager/Health Educator/Eligibility Specialist	X	X
July 2016-August 2017	HTW Program Services/LARC Usage/Qualifications/Diabetes and HTN Management ***The level of detail for each activity/topic varies with the setting for each large community event.	Program Manager/Health Educator/Eligibility Specialist		X

**APPENDIX I – IDC Agreement Budget Form F-7**

DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

Program Support Center  
Financial Management Portfolio  
Cost Allocation Services1301 Young Street, Room 732  
Dallas, TX 75202  
PHONE: (214) 767-3261  
FAX: (214) 767-3264  
EMAIL: [CAS-Dallas@psc.hhs.gov](mailto:CAS-Dallas@psc.hhs.gov)

August 31, 2015

Mr. Vernon Moore  
Sr. Vice President and Chief Business and Finance Officer  
University of Texas Health Center at Tyler  
The University of Texas System  
11937 U.S. Highway 271  
Tyler, TX 75708-3154

Dear Mr. Moore:

A copy of the Facilities and Administration Rate Agreement (F&A) is being faxed to you for signature. This Agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the original signed by an authorized representative of your organization and fax or email it to me, retaining the copy for your files. Our fax number is (214)767-3264 and email is [CAS-Dallas@psc.hhs.gov](mailto:CAS-Dallas@psc.hhs.gov). We will reproduce and distribute the Agreement to the appropriate awarding organizations of the Federal Government for their use.

The Office of Management and Budget (OMB) has requested that we reach an agreement with each institution on components for the published F&A cost rates. The attached form(s) are provided for that purpose. Please sign the form(s) and return them with an agreement.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect costs under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 08/31/2017, is due in our office by 02/28/2018.

Sincerely,

Arif M. Karim -A

Digitally signed by Arif M. Karim -A  
DN: cn=A, o=U.S. Government, ou=HHS, ou=PSA, ou=People,  
c=US, email=Arif.M.Karim-A@psc.hhs.gov, 1.2.840.113548.100.1.1=20090213895  
Date: 2015.09.12 10:17:57 -05'00'

Arif Karim  
Director  
Cost Allocation Services

Enclosures

Official Notification – New Procedures for Submitting College and University Facilities & Admin.  
Rate Proposals

PLEASE SIGN AND FAX OR EMAIL A COPY OF THE RATE AGREEMENT



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**COLLEGES AND UNIVERSITIES RATE AGREEMENT**

EIN: 1756001354A1

DATE:08/31/2015

**ORGANIZATION:**University of Texas Health Center at  
TylerFILING REF.: The preceding  
agreement was dated  
08/13/2012

The University of Texas System

11937 U.S. Highway 271

Tyler, TX 75708-3154

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

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**SECTION I: Facilities And Administrative Cost Rates**

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RATE TYPES:      FIXED              FINAL              PROV. (PROVISIONAL)      PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	09/01/2012	08/31/2015	43.00	On Campus	Organized Research
PRED.	09/01/2012	08/31/2015	43.00	On Campus	Instruction
PRED.	09/01/2012	08/31/2015	26.00	Off Campus	All Programs
PRED.	09/01/2015	08/31/2018	45.00	On Campus	Organized Research
PRED.	09/01/2015	08/31/2018	45.00	On Campus	Instruction
PRED.	09/01/2015	08/31/2018	26.00	Off Campus	All Programs
PROV.	09/01/2018	08/31/2020			Use same rates and conditions as those cited for fiscal year ending August 31, 2018.

\*BASE

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ORGANIZATION: University of Texas Health Center at Tyler The  
University of Texas System

AGREEMENT DATE: 8/31/2015

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Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

2

ORGANIZATION: University of Texas Health Center at Tyler The  
University of Texas System

AGREEMENT DATE: 8/31/2015

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**SECTION II: SPECIAL REMARKS**

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TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s) the off-campus rate will apply. Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

Equipment Definition -

Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

FRINGE BENEFITS:

FICA	Retirement/Pension
Disability Insurance	Worker's Compensation
Life Insurance	Unemployment Insurance
Health Insurance	Dental Insurance
Severance Allowance	Termination Accrued Leave

The next facilities and administrative cost proposal based on actual costs for fiscal year ending 08/31/2017 is due by 02/28/2018.

ORGANIZATION: University of Texas Health Center at Tyler The  
University of Texas System

AGREEMENT DATE: 8/31/2015

### SECTION III: GENERAL

#### A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

#### B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

#### C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

#### D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

#### E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

#### BY THE INSTITUTION:

University of Texas Health Center at Tyler The University of Texas  
System

(INSTITUTION)

(SIGNATURE)

Vernon Moore

(NAME)

Sr. VP, Finance, Chief Business Officer

(TITLE)

(DATE)

#### ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -A

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

8/31/2015

(DATE) 0150

HHS REPRESENTATIVE: Tyra Tallie

Telephone: (214) 767-3261

**COMPONENTS OF THE PUBLISHED FACILITIES & ADMINISTRATIVE COST RATE**

INSTITUTION:

University of Texas Health Science Center at Tyler

FY COVERED BY RATE:

FY 09/01/2015 to 08/31/2018

RATE TYPE:

RATE COMPONENTS:

Building Depreciation

Equipment Depreciation

Interest

Operations &amp; Maintenance

Library

Utility Cost Allowance

Administrative Component

F&amp;A Rate

	ORGANIZED RESEARCH		INSTRUCTION	
	On-Camp FY 15 - 18	Off-Camp FY 15 - 18	On-Camp FY 15 - 18	Off-Camp FY 15 - 18
Building Depreciation	5.7		7.0	
Equipment Depreciation	2.5		2.0	
Interest	0.0			
Operations & Maintenance	8.9		8.0	
Library	1.9		2.0	
Utility Cost Allowance	0.0		0.0	
Administrative Component	26.0	26.0	26.0	26.0
F&A Rate	45.0	26.0	45.0	26.0

CONCURRENCE:

University of Texas Health Science Center at Tyler  
 (Institution)

  
 (Signature)

Vernon Moore  
 (Name)

Sr. VP Finance, Chief Business Officer  
 (Title)

9/4/15  
 (Date)

 Reflects provisions of Appendix III to Part 200 of Uniform Guidance—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for  
 Institutions of Higher Education (IHEs), C.8. dated December 26, 2013.

**APPENDIX II – CVs and Director's Medical License****Chief Executive Officer:****CURRICULUM VITAE****Kirk Aquilla Calhoun, M.D.****PRESENT POSITION AND ADDRESS:**

Kirk Aquilla Calhoun, M.D.  
President and Chief Executive Officer  
The University of Texas Health Science Center at Tyler  
11937 US Highway 271  
Tyler, Texas 75708  
Office Phone: (903) 877-7750  
Office Fax: (903) 877-7759

**BIOGRAPHICAL:**

Date of Birth: [REDACTED]  
Place: Chicago, Illinois  
Citizenship: United States

**EDUCATION:**

1981-1983 Fellowship - Clinical Nephrology, Hypertension & Metabolism  
Michael Reese Hospital/ University of Chicago  
Billings Hospital Chicago, Illinois

1979-81 Residency - Internal Medicine  
Northwestern University and Medical Center  
Evanston Hospital Evanston, Illinois

1979-1981 Residency - Internal Medicine  
Northwestern University and Medical Center  
Evanston Hospital Evanston, Illinois

1978-1979 Internship - Internal Medicine  
Northwestern University and Medical Center  
Evanston Hospital  
Evanston, Illinois

1975-1978 Medical Doctor  
University of Kansas School of Medicine  
Kansas City, Kansas

1971-1975 Bachelor of Science in Biology  
Minor in Chemistry  
University of Illinois at Chicago  
Circle Chicago, Illinois

**PROFESSIONAL EXPERIENCE:**

2002-present	President University of Texas Health Science Center at Tyler Tyler, Texas
2002-present	Professor of Medicine University of Texas Health Science Center at Tyler Tyler, Texas
2000-2002	Senior Vice President & Medical Director Parkland Memorial Hospital Dallas, Texas
2000-2002	Associate Dean for Clinical Affairs at Parkland University of Texas Southwestern Medical School At Dallas
2000-2002	Associate Professor of Medicine University of Texas Southwestern Medical School At Dallas
1997-2000	Corporate Medical Director UTMB HealthCare Systems University of Texas Medical Branch Galveston, Texas  Associate Professor of Medicine University of Texas Medical Branch Galveston, Texas
1996-1997	Chief Medical Officer and Senior Medical Director for UT-MED University of Texas Medical Branch Galveston, Texas
1993-1996	Director, Internal Medicine Clinics and Vice Chair for Outpatient Affairs University of Texas Medical Branch Galveston, Texas Associate Professor of Medicine University of Texas Medical Branch Galveston, Texas
1992-1993	Docent in Medicine University of Missouri-Kansas City Kansas City, Missouri
1988-1993	Assistant Clinical Professor of Medicine University of Missouri-Kansas City School of Medicine Kansas City, Missouri
1988-1993	Chief, Division of Nephrology Truman Medical Center Kansas City, Missouri
1987-1992	Director of Nephrology & Dialysis Menorah Medical Center Kansas City, Missouri
1987-1992	Managing Partner Midwest Nephrology Consultants, PC Kansas City, Missouri

1985-1989	Midwest Nephrology Consultants, PC Kansas City, Missouri
1985-1989	Staff Physician, Private Practice St. Mary's Hospital of Kansas City Kansas City, Missouri
1983-1985	Director of Medical Education Provident Medical Center Chicago, Illinois

## RESEARCH ACTIVITIES:

Ushing Chamber Experiments in Calcium Ion Flux in Rat Intestine at The University of Chicago. 1983  
Investigator, Procardia MATH Study into The Effects of Procardia XL, Phase Three Study  
Ambulatory Clinics Process Improvement

## COMMITTEE RESPONSIBILITIES:

### A. *State and National:*

2015-present	American Association of Medical Colleges (AAMC) Group on Diversity and Inclusion (GDI) Steering Committee
2013-present	America's Essential Hospitals (AEH) Policy Advisory Committee
2012-present	American Association of Medical Colleges (AAMC) Council of Teaching Hospitals (COTH) Executive Committee
2012-present	Council on Graduate Medical Education (Appointed by Secretary of Health & Human Services Kathleen Sebelius, April 12, 2012- March 31)
2008-2014	State Health Services Council (Appointed by Governor Rick Perry) (June 2008- Feb 1, 2011, extended February 2012- 2014)
2009-present	Executive Board Member, Teaching Hospitals of Texas
2009-2010	System Financial Exigency Committee
2007-2009 Governor	Texas Emerging Technology Committee (Appt by TX Rick Perry) (9/1/07- 8/31/09)
2007-2013	Health Disparities Education, Awareness, Research & Training (HDEART) Chair, University of Texas MD Anderson Cancer Center
2006-2008	Regional Centers for Innovation and Commercialization (RCIC) Alliance for Higher Education (AHE) Board of Trustees
200-2012	Texas Hospital Association Board Trustee
2005-2007	American Heart Association Advocacy Coordinating Committee
2010-2012	National Association of Public Hospitals (NAPH) NPHHI) Chair, Executive Committee and Board



2009-2012	National Association of Public Hospitals (NAPH) (NPHHI) Chair-Elect, Executive Committee and Board
2008-2009	National Association of Public Hospitals (NAPH) (NPHHI) Board of Directors, Secretary
2007-2008	National Association of Public Hospitals (NAPH) (NPHHI) Board of Directors, Treasurer
2005-2012	National Public Health and Hospital Institute (NPHHI) Board of Directors
2004-2008	Advisory Board for the Undergraduate Medical Academy at Prairie View A&M (until Summer 2008)
2004-2013	National Association of Public Hospitals (NAPH) Executive Committee
2004-2008	Access to Health Care in Texas Task Force (Code Red Report)
2004-2006	Shared Vision Rural Health Workgroup American Heart Association Stroke Advocacy Committee
1999-2004	Texas Council on Cardiovascular Disease and Stroke Prevention
1999-2001	TMA Special Committee on Physician Directed Networks

**B. Local:**

2012	City of Tyler Texas Key to the City
2007	Delphi Process to Identify Growth in Tyler Area (Tyler Area Metropolitan Planning Organization)
2007-2010	All Saints Episcopal School, Board of Trustees (June 2007 to May 2008/Jun 2008 to May 2010) Tyler 21 Public Facilities and 2007 Services Working Group
2005-2006	Smith County Commissioners Court Jail Steering Committee
2004-2005	Vision 2010 Task Force (TACC & TEDC)
2003-no exp	Tyler Economic Development Council Board of Directors
2008-2011	Tyler Area Chamber of Commerce Board of Directors
2004-2006	Tyler Area Chamber of Commerce Board of Directors
2004-2005	East Texas Leadership Council
2004-2004	American Heart Association 2004 Tyler's Heart Walk Chair
2003-2003	American Diabetes Association 2003 Tyler's Walk Chair
1999-2000	Galveston County Indigent Health Care Coalition
1998-2000	Galveston Partnership for Better Living
1997-2000	Galveston County Coordinated Community Clinic's Policy Board Member
1999-2001	Texas Medical Association Medical Directors' Forum
1997-2000	Texas Medicaid Medical Directors MSCH Quality Improvement Committee, Houston
1997-2000	NYLCare Physicians Advisors Committee, Houston Alternate Delegate TMA
1997-2000	PacifiCare Utilization Review Committee, Houston-Galveston
1994-1998	Blue Cross- Blue Shield of Texas, Houston Physician Advisory Board

**C. The University of Texas System**

2012	University of Texas at Arlington Presidential Search Committee
------	--

2011-2012	University of Texas System, Executive Vice Chancellor, Academic Affairs Search Committee
2011	University of Texas M. D. Anderson Cancer Center Presidential Search Committee
2008	University of Texas Southwestern Medical School Search Committee
2008	University of Texas Southwestern Medical Center at Dallas, Presidential Search Advisory Committee
2003-2004	University of Texas at Dallas Presidential Search Committee
2002-present	Council of Health Institutions
2003	Executive Vice Chancellor for Health Affairs Search Committee

**D. *Parkland Health & Hospital Svstems***

2001-2002	Chair, Parkland Memorial Hospital Chiefs of Service Committee
2001-2002	Chair, Parkland Memorial Hospital Credentials Committee
2001-2002	Co-Chair, Parkland Memorial Hospital Chief Residents Group
2001-2002	Parkland Community Health Plan Quality Assurance Committee
2001-2002	Parkland Memorial Hospital Pharmacy & Therapeutics Committee
2001-2002	Parkland Health and Hospital District Performance Improvement Committee
2001-2002	Parkland Health and Hospital District Patient Care SystemsCommittee

**E. *University of Texas Southwestern Medical School***

2001-2002	UT Southwestern 5 Year Planning Committee
2001-2002	UT Southwestern GME Committee

**F. *University of Texas Medical Branch:***

2000	Board of Directors for Quality, HIS
1999-2000	Texas Universities Health Plan Quality Management Committee
1998-2000	Co-Chair UTMB Health Care Systems Credentialing Committee
1997-2000	Chair, Quality Management Committee, UTMB HealthCare Systems
1998-2000	Chair, C.O.R.E. Service Subcommittee
1994-1999	UTMB Affirmative Action Committee
1998-1999	UTMB President's Committee Meeting Researching for Excellence (C.O.R.E.)
1995-1999	UTMB Hospital Medical Staff Executive Committee
1996-1998	UTMB Continuous Process Improvement Leadership Team Board of Directors, Family Health Care Centers
1995-1997	Chair, University Hospital Clinics Quality Improvement Committee MSRDP Board
1995-1997	Chair, UTMB Medical Staff Quality of Care Committee
1995-1997	Chair, UT-MED Operations Subcommittee
1994-1997	UTMB Continuous Process Improvement Leadership Team
1994-1997	UTMB Affirmative Action Committee Chair
1994-1997	MSRDP Group Practice Plan Board of Directors

1993-1997	Chair, UTMB Medical Directors Committee
1994-1996	Board of Directors, Family Health Care Center
1994-1996	Texas Department of Corrections Managed Health Care Utilization Review Committee

**G. Hospital Staff Leadership Positions:**

1997-1999	Secretary!Treasurer- UTMB Medical Staff
1998	Chair, UTMB Electronic Medical Records Committee
1998	Chair, UTMB Physician Order Entry Committee
1997-1998	Chair, UTMB Managed Care Contracting Committee
1996-1997	Chair, UT-MED Billing and Finance Committee
1996-1997	Chair, UT-MED Operations Committee
1995-1997	Chair, UTMB Hospital Quality Improvement Committee

**H. Departmental:**

1993-1995	Ambulatory Care Education Committee
1993-1995	Clinical Advisory Committee
1993-1995	Department of Internal Medicine Clinical Council
1995	Referral Letter Task Force
1993	Primary Care Training Program Committee

**I. Other Previous:**

1993-1995	Board of Directors, Gulf Health Network
1994-1995	Chair, Academic Affairs Affirmative Action Subcommittee Religion and Ethics Committee,
1988-1993	Menorah Medical Center Kansas City, Missouri
1990-1993	State of Missouri Governor's Cardiovascular Disease Task Force
1990-1993	Missouri Department of Health Diabetes Task Force
1990-1993	Blue Cross-Blue Shield of Kansas City Physician Advisory Committee
1991-1993	Pharmacy and Therapeutics Committee, Trinity Lutheran Hospital
1991-1993	Bylaws Committee, Trinity Lutheran Hospital
1992-1993	Board of Directors, Western Missouri and Eastern Kansas Kidney Foundation
1991-1992	Secretary, Kansas City Medical Society
1990-1992	Kansas City Medical Society Executive Council
1985-1992	Critical Care Committee, Research Medical Center, Kansas City, Missouri
1989-1991	Professional Services Committee, Metropolitan Medical Society, Kansas City, Missouri
1987-1991	Critical Care Committee, Menorah Medical Center, Kansas City, Missouri

**MEMBERSHIPS IN SOCIETIES (Previous and Current):**

The Philosophical Society of Texas Sigma Pi Phi Fraternity

American College of Managed Care Medicine  
American Medical Association American Society of Internal Medicine  
International Society of Nephrology National Kidney Foundation  
National Medical Association American College of Physicians  
American College of Physician Executives Texas Medical Association  
Texas Medical Foundation  
Galveston County Medical Society  
National Association of Managed Care Physicians

**BOARD CERTIFICATIONS:**

National Board of Medical Examiners American Board of Internal  
Medicine American Board of Nephrology  
American Board of Managed Care Medicine

**LICENSURE INFORMATION:**

Texas License #J5270

**CERTIFICATES AND AWARDS:**

Certificate in Business Administration for Physician Executives,  
University of Houston Clear Lake- October 1998 - August 1999  
Certificate of Leadership for Completion if the University of Texas  
Medical Branch, Galveston, Texas- Principles of Service Workshop-  
January 1999  
National Committee for Quality Assurance Achieving Physician  
Organization Certification: The Fundamentals- September 11-12,  
1997  
Certificate of Attendance - Management Development Program for  
Physician Executive, Wharton Business School, University of  
Pennsylvania - February 16-21, 1997  
Medical Services, Research and Development Plan Appreciation  
Award for Dedicated Service - 1995-1996  
Certificate of Appreciation for Outstanding Contribution to the  
Development of Policies and Procedures for the Correctional  
Managed Health Care System - 1995  
Texas Department of Criminal Justice (TDCJ) Managed Health  
Care Martin Luther King Award - Service Award for a Significant  
Contribution to Promoting Equity in the UTMB Community- 1995  
American Academy of Family Physicians Teaching Award -1988  
Student National Medical Association - 1977  
Distinguished Service Award Kansas Chapter  
Ciba Award for Community Service - 1977  
Harvard University Health Careers Summer Program for Minority  
Students, Harvard University, Cambridge, Massachusetts-1974  
Illinois State Scholar  
National Honor Society

**PRESENTATIONS:**

"Justice, Understanding and Access to Healthcare" presented at the  
Culturally Responsive Care Series of the Texas Health Research &  
Education Institute, February 2016

"Innovations in Mental Health Graduate Medical Education in a Rural Academic Medical Center Setting" presented to The Josiah Macy Jr. Foundation Regional Conference on Innovations in Graduate Medical Education, February 2016

"Organization and Provider Perspectives on Patient Safety" panelist at the National Academy of Medicine 2015 Richard & Hilda Rosenthal Symposium, December 2015

"Graduate Medical Education (GME): It's past, it's future and the Impact of Healthcare Reform" presentation at the Marcus Evans CXO Summit, April 2010

"Healthcare Reform & Disparities in Healthcare" presentation at the Current Trends in Family Medicine Conference, UTHSCT, February 2010

Healthcare Reform presentation, Smith County Republicans, November 2009

"History of Medicare", UTHSCT Grand Rounds, December 2008

"Health & Disease Disparity for Minorities" presentation at the African American Leadership Summit sponsored by U.S. Senator Kay Bailey Hutchison, Washington, DC, March 2006

Congressional Teleconference on Access to Healthcare in Southeast Texas, Congressman Nick Lampson, April 2000

American Heart Health Month Presentation, Cardiovascular Disease Prevention, UTMB Healthcare Systems, February 2000

Truman Medical Center, Inc. - "Issues In Urban Health Care"; Contemporary Issues in Hypertension, October 1999

Truman Medical Center, Inc.- "Issues In Urban Health Care"; CRF in African Americans, October 1999

Charity Care in Academic Medical Centers, Galveston Partnership for Better Living, March 1999

Risk Factors & Heart Disease: UTMB HealthCare Systems- February 1999

Testimony before the Texas House Subcommittee on Indigent Health Care Reviewing the Indigent Health Care and Treatment - Act of 1985, May 6, 1998

Health Problems of African Americans, Panelist-African American History Month Presentation Galveston, Texas, February 10, 1998

Medical Management Special Populations in Medicaid: UTMB HealthCare Systems - November 1997

Physician Compensation in Managed Care- 1997 Texas Academy Chapter Annual Scientific Meeting - November 8, 1997

Briefing Congressman Nick Lampson: "Managed Care in all Academic Center" July 11, 1997

Texas Medical Association: Medicaid Managed Care, April 1997

Managed Care Potpourri-Utilization Management, Texas Society of Internal Medicine

Managed Care Training for House Staff Parts I & II

Affirmative Action Black History Month, African-American Health Issues

Improving Service for Our Patients, Junior Faculty Association

Presentation on Quality Improvement

President's Cabinet Presentation-"Managed Care Pertaining to Quality/Service to Patients" 1996  
Managed Care & Academics, Junior Faculty Association of Galveston - October 7, 1996  
Changes in HealthCare for the Sealy Society 1995 Community Outreach Program for Health Care 1995  
Clinical Process Redesign, MSRDP Executive Committee- June 1995

## **BIBLIOGRAPHY:**

Investigator, Krakoff, L.R., Brave, E.L., Tuck M.L., Friedman, C.P., the MATH Study Group. Nifedipine Gastrointestinal Therapeutic System in the Treatment of Hypertension: Results of a Multicenter Trial. Am. J. Hypertension. 3:318S-325S, 1990.

Investigator, Bravo, E.L., Krakoff, L.R., Tuck, M.L., Friedman, C.P., the MATH Study Group, Antihypertensive Effectiveness of Nifedipine Gastrointestinal Therapeutic System in the Elderly. Am. J. Hypertension. 3:333S-341S, 1990.

Calhoun, K.A. "Serum Potassium Concentration Abnormalities." Critical Care Nursing Quarterly, 13:3, 1990.

Calhoun, K.A., Kathpalia, S.C., Favus, M.J. and Coe, F.L.: "New Oxalate Secretion by Rat Small Intestine. "Kidney International, 23:96, 1986.

Kathpalia, S.C., Calhoun, K.A., Favus, M.J., and Coe, F.L.: "Effects of 1, 25 (OH) Vitamin D<sub>3</sub> on Calcium and Oxalate Transport Across Rat Small Intestine. "Clinical Research, 31:432A, 1983.

Kathpalia, S.C., Calhoun, K.A., Favus, M.J., and Coe, F.L., "Secretion of Oxalate by Rat Colon: Effect of Sodium. "Submitted American Federation of Clinical Research Midwest Section Meeting.

**Chief Financial Officer****Kris I. Kavasch, CPA, CIA, CFE, CPCU**

P.O. Box 636  
Chandler, TX 75758  
(903) 262-0299  
kkavasch@verizon.net

**SUMMARY OF QUALIFICATIONS**

- 29 years of professional work experience of increasing responsibility in the fiscal management, internal auditing, public accounting, corporate accounting, financial reporting, regulatory auditing, healthcare, higher education, Medicaid fraud investigation, state government, and property and casualty insurance fields
- Significant educational accomplishments and professional certifications, achieving the designations of Certified Public Accountant, Certified Internal Auditor, Certified Fraud Examiner, Chartered Property and Casualty Underwriter, and graduating Magna Cum Laude with a Bachelor of Science degree in Business Administration

**PROFESSIONAL EXPERIENCE**

State of Texas, July 2001 - present, encompassing the following four agencies and positions:

February 2016 - present

**Interim Vice President, Finance, Chief Financial Officer- The University of Texas Health Science Center at Tyler (UT Health Northeast), Tyler, Texas**

- Serves as an integral part of the executive management team, accountable for the management and success of the organization's financial structure from both strategic and operational perspectives.
- Responsible for directing the fiscal functions of UT Health Northeast in accordance with Generally Accepted Accounting Principles (GAAP), and in alignment with the University of Texas System fiscal policies and practices.
- Manages the fiscal operations of the institution, including directing the activities of general and cash accounting, treasury, investments, debt, insurance, general revenue, accounts payable, payroll, property, forecasting, business planning, tax return preparation and reporting, internal and external financial reporting, external and regulatory auditing, legislative appropriations requests, and hospital and healthcare finance, including third party reimbursement management and cost reporting.
- Directs, implements, and oversees the design of systems and internal controls affecting financial reporting and budgeting, banking and investing, financial stewardship, and regulatory and tax compliance, including strategy development, design, collaboration with external advisors and internal business partners, budgeting, capitalization, cost containment, testing, training, and implementation.
- Ensures continuity and integrity of business and fiscal operations by initiating, recommending, coordinating, and enforcing related program, operational, and personnel policies and procedures.

June 2008 - February 2016

**Associate Vice President, Chief Audit Executive (Executive Director of Internal Audit, Director of Internal Audit, and Senior Auditor) - The University of Texas Health Science Center at Tyler (UT Health Northeast), Tyler, Texas**

- Plans, organizes, and controls audit and consulting engagements to review internal controls, financial reporting, and operations of UT Health Northeast administration, departments, systems, functions, and projects
- Ensures audit working papers, reports, and performance adheres to The Institute of Internal Auditors' International Standards for the Professional Practice of Internal Auditing
- Works with the University of Texas System and the UT Health Northeast President, Internal Audit Committee, and management in the identification and reporting of risks, appropriate controls, and management actions to ensure the protection of the organization's reputation and assets
- Creates an audit plan and oversees all aspects of the organization's auditing function
- Oversees the Internal Audit department, supervising staff and developing and managing the departmental budget
- Supervises or conducts investigations of suspected theft or defalcations and performs special reviews or analyses as requested by management

August 2003 - June 2008

**Audits/Intake Section Chief, Medicaid Fraud Control Unit, Office of the Attorney General, Austin, Texas**

- Managed a team of 15 staff (8 Investigative Auditors, 6 Program Analysts, and 1 Executive Assistant) whose duties involved detecting and investigating Medicaid provider fraud and investigating abuse/neglect/exploitation of clients residing in Medicaid-funded facilities
- Analyzed and opened for investigation, assigned for further analysis, referred, or closed all Medicaid provider fraud and abuse/neglect/exploitation referrals and complaints received by the Texas Medicaid Fraud Control Unit
- Maintained the integrity of the intake database as a source of complaint and referral history for the Unit
- In collaboration with the Unit's Program Analysts, developed and analyzed leads and trends in Medicaid provider fraud schemes through education and claims data analysis in order to prioritize the investigative activities of the Unit
- Served as a technical resource and trainer to the Unit's forty Investigative Auditors, including ensuring the integrity of overpayment identification and statistical sampling methodology
- Served as the Unit's liaison to the Texas Health and Human Services Commission, Office of Inspector General, Medicaid Program Integrity Division, including coordinating investigations, facilitating monthly meetings as designated in the memorandum of understanding between the two agencies, and ensuring that there was Unit representation on working groups that affected operations
- Served as the Unit's representative to the Texas Medi-Medi Steering Committee, engaging in many aspects of this program, including planning for the expansion that was legislated by the Deficit Reduction Act of 2005

January 2003 - August 2003

**Manager, Single Audit Enterprise, Health and Human Services Commission, Austin, Texas**

- Started a newly consolidated division among the Texas Health and Human Service agencies to review Single Audits and perform selective quality control reviews of CPA firms' working papers
- Created all tools to begin operation of this new division, including writing the interagency agreements, creating four review tools for analyzing Single Audit reports, establishing a detailed Microsoft Access database to track reports and results, and creating automated correspondence and reporting packets to facilitate communication with the cognizant state agencies, auditees, and auditors
- Performed ongoing Single Audit desk reviews to determine compliance with Government Auditing Standards, OMB Circular A-133, the State of Texas Single Audit Circular, Generally Accepted Auditing Standards, and Generally Accepted Accounting Principles
- Presented to and met with CFOs, CPAs, and federal and state regulators and auditors regarding Single Audit best practices and compliance



July 2001 - January 2003

**Manager, Fiscal Compliance Division, Texas Commission on Alcohol and Drug Abuse, Austin, Texas**

- Managed staff of six auditors and support staff who performed fiscal compliance audits of drug and alcohol prevention and treatment providers that receive state and federal funds
- Managed same staff in the review of the Single Audits of drug and alcohol prevention and treatment providers in compliance with OMB Circular A-133
- Participated at a high level in agency-wide processes to ensure that the citizens of Texas are receiving drug and alcohol prevention and treatment services according to the statewide service delivery plan
- Interpreted federal and state regulations, Commission rules, and contractual provisions in the areas of provider fiscal management and compliance.
- Facilitated enterprise-wide processes amongst State of Texas Health and Human Services agencies toward process improvement and consolidation

May 2000 - May 2001

**Lead Corporate International Accountant and Corporate International Accountant, PeopleSoft Inc., Pleasanton, California**

- Managed relationships with worldwide corporate subsidiaries
- Maintained and reconciled intercompany balances amongst corporate and international subsidiaries
- Managed transfer pricing entry process according to international subsidiary tax structures and licensing agreements
- Developed and administered corporate foreign currency translation process in accordance with generally accepted accounting principles
- Performed financial analysis in all expense categories and responded to auditor inquiries toward the issuance of SEC financial statements
- Executed purchase accounting entries for investments in subsidiaries, including related consolidation and elimination entries
- Managed team through critical month and quarter end close processes to ensure that all departmental objectives were being met

August 1999 - May 2000

**Senior Staff Accountant, Strother & Associates, Certified Public Accountant, Pleasanton, California**

- Consulted with business owners and high net worth individuals in the areas of entity and individual tax planning and accounting processes and systems
- Prepared and reviewed individual, corporate, partnership, payroll, and sales tax returns
- Managed entire audit engagements, including the preparation of GAAP basis financial statements
- Prepared interim and year-end compiled financial statements

August 1998 - August 1999

**Lead Accountant and Accountant, Financial Reporting Department, Robert Half International, Pleasanton, California**

- Assisted Accounting Operations Manager in the monthly close process, including preparing and approving journal entries, maintaining and initiating management and field reports, analyzing variances in field financial statements, and serving as a liaison to sales offices concerning monthly financial statements
- Trained Accounting Operations team members to perform monthly close tasks
- Resolved complex field reporting and close process issues

- Analyzed financial results for assigned geographical regions
- Completed ad hoc analysis requests from field managers

July 1992 - August 1998

**Senior Staff Accountant and Staff Accountant, Anderson & Company, Certified Public Accountants and Consultants, Walnut Creek, California**

- Managed all aspects of client relationships in a regional public accounting practice that is well established in the area
- Consulted with business owners and high net worth individuals in the areas of entity and individual tax planning and accounting processes and systems
- Prepared and supervised staff in the completion of individual, corporate, partnership, and exempt organization income and information tax returns
- Performed and supervised audits, reviews, and compilations of financial statements, with a focus on not-for-profit entities

July 1987 - July 1992

**Senior Underwriter and Underwriter, Commercial Lines Division, Chubb & Son, Inc., Concord, California**

- Managed a multi-line book of commercial lines property and casualty insurance accounts, with increasingly progressive lines of authority
- Successfully interfaced with independent agents and brokers and insured clients in the Sacramento, Stockton, and Oakland, California territories
- Contributed to the insurance professional community through continuing education and significant involvement in insurance related professional organizations

**EDUCATION, CERTIFICATIONS, CIVIC ACTIVITIES, AND SKILLS**

- University of the Pacific, Stockton, California - Bachelor of Science, Business Administration, Magna Cum Laude, 1987, GPA 3.89/4.00
- California State University, Hayward, California- Post baccalaureate studies in Accounting and Auditing, 16 quarter units, 1992-1993, GPA 4.00/4.00 (8 units), credit granted (8 units)
- Certified Public Accountant State of California - licensed in January 1995 - transferred status to Texas State Board Public of Accountancy via reciprocity agreement
- Certified Public Accountant, State of Texas- licensed since November 2001 -maintain active status-current with continuing education requirements
- Certified Internal Auditor- administered by The Institute of Internal Auditors- attained in September 2010- maintain active status -current with continuing education requirements
- Certified Fraud Examiner - administered by the American Institute of Certified Fraud Examiners - attained in June 2003 -maintain active status- current with continuing education requirements
- Chartered Property and Casualty Underwriter - administered by the American Institute for Property and Casualty Underwriters -attained in 1991
- Member - American Institute of Certified Public Accountants, Association of Certified Fraud Examiners, Institute of Internal Auditors, and Association of Healthcare Internal Auditors
- Proficient in accounting and auditing, financial and business management, healthcare claims data, and general office software applications - including Microsoft Windows, Word, Excel, PowerPoint, SharePoint, Internet Explorer, and Outlook; PeopleSoft Financials, Meditech, and TeamMate

**Medical Director:****Robert Barry Tompkins, M.D.**

Associate Professor of Family Medicine, Department of Family Medicine  
University of Texas Health Science Center at Tyler

Date July 9, 2015

**Contact Information**

Business Address 11937 US Highway 271  
UTHSCT, Department of Family Medicine  
Tyler, Texas 75708  
Business Phone 903-877-7204  
Business Fax 903-877-7778  
Email [robert.tompkins@uthct.edu](mailto:robert.tompkins@uthct.edu)

**Education**

1990-1994 University of Texas Medical Branch  
Doctor of Medicine  
Galveston, Texas  
1986-1990 University of Texas at Tyler  
B.S. Chemistry  
Tyler, Texas  
1985-1986 Tyler Junior College  
Tyler, Texas  
1983-1985 Panola Junior College  
Carthage, Texas

**Post Graduate Education and Training**

2013-2014 National Institute for Program Director Development Fellowship  
Association for Family Medicine Residency Directors  
1996-1997 University of Texas Health Center at Tyler  
Chief Resident  
Family Medicine Residency  
Tyler, Texas  
1995-1997 University of Texas Health Center at Tyler  
Residency  
Tyler, Texas  
1994-1995 University of Texas Health Center at Tyler  
Internship  
Tyler, Texas

**Certifications**

2013-2023 American Board of Family Medicine  
Board Certified-Recertification

2003-2013	American Board of Family Medicine Board Certified-Recertification
1997-2003	American Board of Family Medicine Board Certified

Medical Licensure

1995-Present	Texas State Board of Medical Examiners
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Employment History

2014-Present	University of Texas Health Northeast Interim Department Chair Department of Family Medicine Tyler, Texas
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2012-Present	University of Texas Health Northeast Program Director Family Medicine Residency Tyler, Texas
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2007-Present	University of Texas Health Science Center at Tyler Associate Professor of Family Medicine Department of Family Medicine Faculty-Family Medicine Residency Tyler, Texas
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2006-2007	Marshall Regional Medical Center Hospitalist Marshall, Texas
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2003-2006	University of Texas Health Center at Tyler Assistant Professor of Family Medicine Department of Primary Care Hospitalist Tyler, Texas
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1997-2003	University of Texas Health Center at Tyler Assistant Professor of Family Medicine Department of Primary Care Clinician Tyler, Texas
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Professional Society Memberships

1997-Present	Texas Medical Association
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1997-Present	American Academy of Family Physicians
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1995-Present	American Board of Family Medicine
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1997-2003	American Medical Association
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Honors and Awards

June 2011

Will Avery Faculty of the Year Award  
Family Medicine Residents  
University of Texas Health Science Center at Tyler  
Tyler, Texas

June 2008

Will Avery Faculty of the Year Award  
Family Medicine Residents  
University of Texas Health Science Center at Tyler  
Tyler, Texas

Clinical Activities

2012-Present

Program Director – Family Medicine Residency  
University of Texas Health Science Center at Tyler

2007-Present

University of Texas Health Science Center at Tyler  
Primary Practice Site

2007-Present

Clinical activities include daily supervision of Family Medicine Residents on inpatient hospital rounds and in the clinic. Faculty clinic includes 3 one-half day clinics with 10-15 patients scheduled each half day. Teaching of medical students in the clinic is scheduled 6-8 half days per month. Weekend inpatient rounds/on-call duty occurs every 3-8 weeks.

Administrative Service

2010-Present

Faculty Compensation Committee – Member at Large

2010-Present

Medical Executive Committee – Member at Large

2007-Present

Hospital-Wide Medical Management Review Committee

2002-2006

Pharmacy and Therapeutics Guidance and Overview Committee

Publications

2014

Society of Teachers of Family Medicine – Presentation: “A Win-Win Situation: Behavioral Health Integration” Winter Session, December 2014, Tampa Bay, Florida.  
Ken Shine, M.D. – Innovations in Medicine Conference – Poster Presentation: “Behavioral Health Integration”. Spring 2015, Austin, Texas.  
CHF Quality Improvement Project UT Health Northeast FPC – Presented at the Second Annual Scholarly Activity Day, UT Health Northeast, May 8, 2015.

2013

Content Analysis of Websites Promoting CAM Treatment for Menopausal Symptoms. Angela Cade, MD, Robert Tompkins, MD, Ralph J. Turner, MD. Poster presented at North American Menopause Society meeting. Fall 2013

2012

Transforming the Emergency Department Treatment of Non-emergent Patients Utilizing the Concept of “Triaging To” Appropriate Patient Centered Care. B. Lee, MSN, RN; M.

Bosworth M.D.; R. Tompkins M.D.; R. Menard M.D.; J. Leach M.D.; J. MacClements M.D.; Presented at The University of Texas System Clinical Safety and Effectiveness Conference. September 2012.

What are the Barriers to Opt-out HIV Testing? Angela Cade, MD, Michele Bosworth, MD, J. MacClements, MD, D. Gentry, MD, R. Menard, MD, R. Tompkins, MD, P. Olusola, MD, M. Liles, RN. Works in Progress Presentation at the Society of Teachers of Family Medicine Spring Conference. April 2012.

2010	A Multidisciplinary Approach to Gabapentin Dose Adjustment in Patients with Renal Impairment. C,S &E Conference: Preserving Quality after Health Care Austin, Texas, November 4, 2010. Poster Presentation. Jonathan MacClements, M.D., Robert Tompkins, M.D., Jennifer Lee, M.D., Jessica Varnam, M.D., Melissa Maeker, R.Ph., Joe Sartor, R.Ph., Janice Millikan, R.Ph., Laura Edmondson, R.Ph., Brenda Lee, M.S.N., Pandora McKinney, R.N.
2008	Renovascular Hypertension – Peer Review BMJ Point of Care
2008	Nephrolithiasis – Peer Review BMJ Point of Care
2007	Microscopic Hematuria – Peer Review BMJ Point of Care

#### Teaching Service

2014	Family Medicine Residency - UTHSCT Painless Hematuria February 12 Performance Enhancing Drugs January 22
2013	Diabetes Mellitus Update July 26 Seasonal Affective Disorder July 10 Proton Pump Inhibitors May 7
2012	Photo Dermatology September 5 Thromboembolic Disease August 10 AMS July 27
2011	Abdominal Paracentesis September 16 Altered Mental Status July
2010	Syphilis Update February 26 Diabetic Ketoacidosis February 5 Asthma METRIC – AAFP Spring
2009	Urinary Tract Infection in Boys December 11 Altered Mental Status February 6 Inpatient Billing/Coding February 6 Introduction to Maintenance of Certification January 23

Hypertension	January 9
Diabetes METRIC –AAFP	April 17
Nephrolithiasis	May 1

2008

Case Conference	January 11
Abdominal Paracentesis	August 8
ACLS/Code 44 Review	July 18
Ingrown Toenail Removal	June 12

GRANTS

2011

HIV GRANT

**Program Manager:****JEANIE D. GALLEGLY**1406 Alamo • Tyler, TX 75701 • (903)530-3495 • [Jeanie.gallegly@uthct.edu](mailto:Jeanie.gallegly@uthct.edu)

**INTEREST:** My passion and mission in life emanates from having experienced life as an obese child and unhealthy young woman. Not your typical evaluator, professor, and physiologist, I fulfill a set of desiderata in our society because I have genuine compassion and understanding of people's needs coupled with advanced education and a varied skill set. As an educator, a speaker and a writer I am excited by conveying my message in new ways to inspire and educate. My professional goals include: prevention of disease through health screenings; reducing health disparities in the Northeast Texas population; effective healthcare program promotion; disease prevention and treatment through exercise and related research; tobacco use prevention and education; increasing health care workers' awareness of the need to adhere to the appropriate scope of practice; and public service.

**EXPERIENCE:** In 2008 I founded Youth Education and Exercise Services, a small non-profit organization that services disparate populations with obese and pre-diabetic children. I am adjunct professor at University of Texas at Tyler where I teach a Human Disease class. At St. Paul Children's Foundation I helped create the pilot year of a medical educational summer program for overweight children, while performing duties as a referral coordinator, assisting in managing medical records, and programs for disparate populations such as the class I created and taught which tailored group exercises for Hispanic mothers at St. Paul's. Clinical work history includes aiding cardiovascular, pulmonary, metabolic, musculoskeletal, neuromuscular, hematological, and immunological patients during internship at the University of Texas at Tyler Health Center's Cardiopulmonary Services and Diabetes Center; and at Trinity Mother Francis Rehabilitation Hospital, which is affiliated with the HealthSouth Health Care Systems. Volunteer history includes St. Louis special needs school assisting a class consisting of students with seizure disorders, cognitive impairments, and cerebral palsy. I have more than seven years' of experience as a contracted evaluator for our region's tobacco prevention and enforcement efforts. I published a low-literacy level comic strip for type II Diabetes, explaining the reasons walking and exercise is instrumental in maintaining healthy blood sugars (it makes the mechanism of the GLUT-4 receptor easy to understand). Currently I am the Program Manager for Women's Health Services (Expanded Primary Health Care Program) and Program Coordinator for Primary Health Services at The University of Texas Health Science Center at Tyler, where I'm able to use my knowledge of evaluation and health care services to improve audit and record keeping processes; outreach efforts; increase patient compliance; and medical service delivery to impact the overall health of the region. My management and involvement with numerous programs has afforded me more than seven years of experience creating evidenced-based strategic plans, logic models, sustainability plans, cultural competency plans and membership recruitment plans for coalition work. Over 25 years of patient advocacy and customer service work.

**SKILLS:** Advanced proficiency in the knowledge, skills, and abilities of a clinical exercise physiologist, including but not limited to: all modalities of exercise testing for medical patients; EKG/telemetry interpretation and cardiac function tests; spirometry and pulmonary function tests; utilization of a sphygmomanometer; calculating biometric and



metabolic equations; writing exercise prescriptions; and interpreting possible signs and symptoms of disease. I have over 7 years experiential knowledge in: tobacco education, prevention, and control programs; creating and utilizing evidenced-based strategies; creating and implementing health program promotions; ensuring compliance of medical insurance regulations and authorizations; financial reporting and budgeting; and progress and result reporting. Semi-fluent in conversational Spanish (I instructed an exercise class in Spanish.) Proficiency in Microsoft Office software includes, Word, Excel, Power Point, and Publisher; in data entry with 10-key and with SPSS software.

### EDUCATION

University of Texas, Tyler May 2008  
Master of Science in Clinical Exercise Physiology  
current  
Cumulative graduate GPA: 4.0

University of Texas, Tyler May 2006  
Bachelor of Arts in Health and Kinesiology  
ACSM Exercise is Medicine® Credential III  
Cumulative undergraduate GPA: 3.85  
*Magna Cum Laude*

### CERTIFICATIONS

CPR for Healthcare Workers (*American Red Cross*)

ACSM Registered Clinical Exercise Physiologist  
637848, Cert #1011836

DSHS, Certified Community Health Worker  
Certificate # 01280

DSHS, Certified Community Health Worker Instructor  
Certificate # 267

### ADDITIONAL EXPERIENCE

The University of Texas Health Science Center at Tyler, Program Manager of Women's Health Services, Program Coordinator of Primary Health Care Program, 2014-currently

- Responsibilities include auditing and facilitating all aspects of the Texas Department of State Health Services' Expanded Primary Health Care program and Primary Health Care program at UTHSCT which includes:
  - grant applications, budgeting, and required reporting;
  - program promotion plans and outreach activities;
  - eligibility determination and notification;
  - client/patient relations;
  - client/patient program documentation and medical record documentation;
  - billing processes;
  - pharmacy services;
  - follow-up services;

- and policies and protocols.

Provant Healthcare, Exercise Physiologist & Health Coach, 2014

- Responsibilities include carrying out data collection/analysis of blood pressures, blood glucose/A1c, BMI measurements and body composition
- Counsel clients on collected data and appropriate lifestyle modifications

Northeast Texas Tobacco Coalition, Program Evaluator, 2008-2014

- Responsibilities include carrying out data collection/analysis, and creating an evaluation report for use of stakeholders: coalition members, PRC region 4/5 general public, and the Texas legislators.
- Chair for Smith County as of September 2013

University of Texas at Tyler, Adjunct Professor, 2014-currently

- Teach Human Diseases/ALHS 3302.001
- Conduct lectures and maintain online coursework instructions and discussion boards

St. Paul Children's Foundation/ Medial Clinic, Exercise Physiologist, Referral Coordinator, Community Health Worker Instructor, October 2010 – May 1, 2014 (I resigned from St. Paul's Clinic but I continued to teach there periodically per my availability)

- Create and manage health promotion programs for: educating, referring, and evaluating tobacco use in patient-caregiver populations; pilot year of summer healthy kids' healthy families program; creation and implementation of Active Spanish Mothers' Program.
- Teach Spanish-speaking mothers and children in exercises group and tailored consisting of walking, calisthenics, Pilates, yoga and kickboxing (I continue volunteering my services with this class)
- Coordinate all physician referrals
- Community Health Worker - advocate for increasing compliance from parents and their children
- Triage – readily assists with measuring patients' vital signs
- Checkout/scheduling - helps checking patients out when needed

University of Texas Health Science Center at Tyler- Lake Country Area Health Education Center (AHEC), Community Health Worker, March 2010 – October 2010

- Assigned to St. Paul Children's Foundation under the supervision of pediatrician Dr. Valerie Smith and practice manager Sharlyn Cannady. Assisted in creating, facilitating, and supervising physical activities and nutrition lessons for children during *Healthy Kids, Healthy Families* summer program for overweight/obese children and their parents.

University of Texas, Tyler, Research Assistant, 2006-2008

- Worked with Dr. William Sorensen and Dr. Barbara Huggins coding, entering and interpreting data of childhood obesity research project.

University of Texas, Tyler, Assistant, Spring 2008

- Assistant teacher to Professor Bob Hepler during the spring 2008 semester. Managed online discussion board, critiqued papers for his Contemporary Sport Management class.

St. Louis Special Education School, Tyler, Volunteer, Spring 2005

- Facilitated a physical education class for low level students, assisted game and meal times with a class of students having cerebral palsy.

Darden Inc. (The Olive Garden), Tyler, Server and Certified Trainer, 2001-2007

- Worked 28 hours a week while focusing on my education. Customer service and personal skills were utilized in guiding new servers and when resolving customers' needs.

Smith County Public Health Department/WIC division, Tyler, Breastfeeding Counselor, 1995-1998

- Responsibilities included offering breastfeeding education, counseling and assistance at the 601 E. Valentine WIC offices, over the telephone, and at Trinity Mother Francis Hospital

### COMMUNITY EXPERIENCE

I have enjoyed volunteer work with Junior Achievement in Tyler ISD schools since 2011.

Chairperson for the Northeast Texas Tobacco Coalition/PECAT NET Tobacco Coalition in September 2013.

After 2014- St. Paul Children's teaching exercise as a volunteer.

I served on the Registered Clinical Exercise Physiologist for Licensure Legislative Committee from 2011-2014.

I was honored to be awarded 2015 Community Health Worker of the Year by the Northeast Texas Community Health Worker Coalition.

**Clinical Supervisor:****CURRICULUM VITAE****JAMES RYAN MENARD MD, MBA, FAAFP****THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER****DATE OF LAST UPDATE** February 2<sup>nd</sup>, 2016**PRESENT TITLE(S)** Assistant Professor of Family MedicineAssociate Program Director, Family Medicine Residency Program  
University of Texas Health Science Center at TylerClinic Director, Family Health Center University of Texas Health  
Science Center at Tyler

<b>ADDRESS</b>	11937 US Hwy 271	1566 Cooks Crossing
	Tyler, TX 75708	Tyler, TX 75703
	(work)	(home)

**CITIZENSHIP** US Citizen**UNDERGRADUATE EDUCATION**

Louisiana State University 8/1999 – 5/2003

Baton Rouge, LA

Cum Laude graduate with 3.78 GPA Bachelor of Science in Microbiology Minors in Chemistry  
and Psychology**GRADUATE EDUCATION**

The University of Texas at Tyler 5/2011 – 5/2014

Tyler TX

Master of Business Administration degree

*Summa Cum Laude* graduate with 4.0 GPA

Louisiana State University Health Sciences Center School of Medicine

8/2003 - 5/2007

Shreveport, LA

Medical Doctorate degree

**POSTGRADUATE TRAINING**

The University of Texas Health Science Center at Tyler  
7/2007 - 6/2010  
Family Medicine residency completed Chief Resident  
2009 - 2010

**ACADEMIC APPOINTMENTS**

The University of Texas Health Science Center at Tyler  
7/2012 – present  
Associate Program Director, Family Medicine Residency Program

The University of Texas Health Science Center at Tyler  
8/2010 – present  
Assistant Professor of Family Medicine

**HOSPITAL APPOINTMENTS**

The University of Texas Health Science Center at Tyler  
3/2013 – present  
Clinic Director, Family Health Center

The University of Texas Health Science Center at Tyler  
8/2010 - present  
Outpatient, Inpatient, and Emergency Department active privileges

**LICENSURE**

Texas Medical Board Physician License #N5861  
Active license without restrictions

**CERTIFICATIONS**

1/2013	NCQA: Facilitating PCMH Recognition; New Orleans, LA
2010 – present	Board Certified by the American Board of Family Medicine
2008 – present	Pediatric Advanced Life Support
2008 – present	Advanced Trauma Life Support
2007 – 2009	Neonatal Resuscitation Program
2007 – present	Advanced Cardiovascular Life
Support 2003 – present	Basic Life Support

**PROFESSIONAL ORGANIZATIONS****LOCAL**

Smith County Medical Society  
2007 – present

**STATE**

Texas Medical Association  
2007 – present  
Texas Academy of Family Physicians  
2007 – present

**NATIONAL**

American Academy of Family Physicians  
2007 – present  
Society of Teachers of Family Medicine  
2015 - present

**HONORS AND AWARDS**

June 2014	Will Avery Faculty of the Year Award (UTHSCT)
May 2014	<i>Summa Cum Laude</i> graduate, 4.0 GPA (UT-Tyler)
June 2013	Elected as Fellow of the American Academy of Family Physicians
April 2012	Elected to Beta Gamma Sigma International Honor Society for Business (UT-Tyler)
March 2012	Elected to Phi Kappa Phi Honor Society (UT-Tyler)
June 2010	Society of Teachers in Family Medicine Academic Excellence Award
June 2010	Most Outstanding Resident Award (UTHSCT)
June 2010	Resident's Resident Award (UTHSCT)
May 2003	<i>Cum Laude</i> graduate, 3.78 GPA (LSU)
2002	Elected to Gamma Beta Phi Honor Society (LSU)
2002	LSU College of Basic Sciences Honors
2001	Elected to Alpha Epsilon Delta Premedical Honor Society (LSU)
2001	Golden Key Honor Society (LSU)
1999-2003	Louisiana TOPS Scholarship Program recipient

**SERVICE ON THE UTHSCT AND HOSPITAL COMMITTEES**

2015 – present	Graduate Medical Education Committee & QI Subcommittee
2014 – 2015	UTHSCT Performance Improvement Committee
2014	Lead member on Lean Scheduling Team
2013 – 2014	UTHSCT Physician Compensation Committee
2013 – present	Family Medicine Clinical Competency Committee
2012 – 2013	Physician Collaborator for UTHSCT initiative for National Association of Public Hospitals National Safety Network
2012 – 2014	Patient-Centered Medical Home Leadership Team

2011 – 2012	Committee on Diversion and Controlled Substances
2011 – 2014	Medical Service, Research, and Development Plan Committee Member-At-Large
2010 - present	Family Medicine Clinic Operations Leadership Team Subcommittee 2009 – present Critical Care Committee
2009 – 2014	Pharmacy, Therapeutics, and Guideline Oversight Committee 2009 - present Department of Family Medicine Faculty Committee
2007 – present	Core Curriculum Committee, Dept. of Family Medicine

## SERVICE TO THE COMMUNITY

2015	<i>Tyler Morning Telegraph</i> interview, “UT Health Northeast providers merge mental health care, primary care”, Tyler TX
2015	KLTV ABC 7 Interview, “Breaking New Ground: An In-Depth Look at UT Health Northeast”, Tyler, TX
2014	KTBB <i>Health Connections</i> interview/web post on Adult Immunizations 2014 KYTX CBS 19 Interview, “Why Tyler is a Good Place for Physicians”, Tyler, TX
2014	KLTV ABC 7 Interview, “Measles Outbreak”, Tyler, TX
2012-2015	UTHSCT-Trinity Mother Frances pre-participation physicals at the UTHSCT Family Health Center – annual May collaborative event
2012	“Don’t Feel So Great? It Could Be Your Thyroid” <i>A to Z Lindale</i> , TX Newspaper Health Column
2011	KLTV ABC 7 Interview, “ERs Overloaded, Patients Diverted to Other Hospitals”, Tyler, TX
2011	“Protect Yourself Against Shingles Pain” <i>A to Z Lindale</i> , TX Newspaper Health Column
2011	KTBB <i>Health Connections</i> interview/web post on Vitamin D deficiency
2010	“Don’t Pay Much Attention to Your Kidneys? Maybe You Should” <i>A to Z Lindale</i> , TX Newspaper Health Column
2008	Lecture topic on sexually transmitted diseases to John Tyler High School students
2008	Aided local physicians at local Tyler, TX emergency shelters for Hurricane Ike evacuees by working at volunteer clinics

- 2007 - 2009     Assisted with athletic sports screening physicals at UT-Tyler and Tyler Junior College
- 2003 & 2007     Vidrine, LA – AHEC with Dr. Nicholas LaHaye
- 2006             Vivian, LA – AHEC with Dr. John Haynes at North Caddo Medical Center
- 2004             *Stand Tall Against Tobacco* program for Shreveport area middle schools

## TEACHING RESPONSIBILITIES, PRESENTATIONS, AND DIDACTICS

### Core Responsibilities

Member of the UTHSCT Family Medicine Faculty, responsible for teaching and educating family medicine residents and medical students in the six core competencies described by the ACGME through didactic lectures and in the outpatient, inpatient, and emergency department settings. This is accomplished by the following means:

1. Regular morning reports, noontime, and didactic day curriculum lectures
2. Precepting in the Family Health Center 2-4 days a week
3. Inpatient rounds and call coverage on a rotating basis with other core faculty
4. Emergency room care 1-3 shifts per month
5. Facilitating scholarly activities with resident physicians
6. Quarterly and as-needed mentor meetings with resident physicians

Additional current duties related to the family medicine residency program include responsibilities as Associate Program Director, which helps to fulfill administrative duties related to maintaining the program and its accreditation both with and in absence of the Program Director



## Other Responsibilities

Supportive faculty to the UT Health Northeast Psychology Internship Program to foster their education of how mental health is intertwined with overall physical health of the individual

Clinic Director responsibilities include:

- 1) maintaining sufficient patient numbers to sustain the residency program and required patient encounters
- 2) Working alongside nursing and patient access staff to ensure excellent, quality patient care in a timely manner
- 3) Management of the clinic and university's resources in an efficient manner

## Formal Lectures and Presentations

March 2015	CME Lecture on <i>Splenic Injuries</i> UTHSCT Morning Report
January 2015	CME Lecture on <i>Alcoholic Hepatitis</i> UTHSCT Morning Report
May 2014	CME Lecture on Hand, Foot, and Mouth Disease UTHSCT Morning Report
March 2013	CME Lecture on <i>Phenytoin Toxicity</i> UTHSCT Morning Report
February 2013	CME Lecture on <i>Giant Cell (Temporal) Arteritis</i> UTHSCT Morning Report
October 2012	CME Lecture – <i>Overview of West Nile Virus</i> Pulmonary Topics 2012 East Texas Medical Center
September 2012	CME case presentation at UTHSCT Tumor Board Conference for invasive breast carcinoma
May 2012	CME case presentation at UTHSCT Tumor Board Conference for squamous cell carcinoma of the lung
April 2012	CME Lecture on <i>E. coli-induced Rhabdomyolysis</i> UTHSCT Morning Report
February 2012	CME Lecture on <i>Acute Coronary Syndrome</i> UTHSCT Morning Report

February 2012	CME case presentation at UTHSCT Tumor Board Conference for cholangiocarcinoma
May 2011	CME Lecture on <i>Renal and Perinephric Abscesses</i>
May 2011	CME Lecture on <i>Hyperparathyroidism</i>
March 2011	CME Lecture on <i>Hypertriglyceridemia</i>
2010 – present	Annual resident physician counseling and education on billing and coding
2010 – present	Annual resident physician lecture geared towards education and preparation for board examinations and state medical licensure

### **Other Lecture Presentations to Residents and Fellow Faculty**

May 2015	“ICU Jeopardy”
March 2015	“Management of Early Sepsis”
November 2014	“Diagnosis and Evaluation of Heart Failure”
June 2014	“Acute Otitis Externa”
January 2014	“Diagnosis & Evaluation of Wrist Pain”
August 2013	“Evaluating Pruritus”
August 2013	“What to do with My Money” Practice Management Lecture
October 2012	“Epiglottitis”
April 2012	“Chronic Cough in Adults” September
2011	“Handling Hemorrhoids in the Office” July
2011	“Endocrine Jeopardy”
May 2011	“Hyperparathyroidism”
February 2011	“Childhood Periodic Syndromes”
August 2010	“HIV in Primary Care”

January 2010	Internal Medicine Case Conference “Intracerebral Hemorrhage” Case Presentation
December 2009	“All About Vitamin D”
March 2009	“Central Line Placement”
March 2009	“Coccidiomycoides”
July 2008	Internal Medicine Case Conference “Hyponatremia” Case Presentation

### **Faculty Mentoring of Resident Physicians**

2015 – present	Christopher Crane, MD
2014 – present	Phillip Pippin, MD; Sarah Kuruvilla, MD
2013 – present	Marita Rios, MD
2012 – 2015	Robert Smith III, MD
2011 – 2014	Dustin Gentry, MD; Mark McDonald, MD
2010 – 2013	Chad Weldon, DO; Amy Hinton, MD

### **Served As Reference For Resident Physicians/Physician Colleagues**

2015	Amy Hernandez, MD; Serah Obayangban, MD; Andrea Gerla MD
2014	John Davidhizar, MD
2010 – 2012	Byron Henry, MD; Angela Cade, MD; Andrea McKnight, MD; Christopher Beene, MD

## **PUBLICATIONS, PRESENTATIONS, PROJECTS, AND QUALITY IMPROVEMENT**

**Publications (\* = Peer Reviewed)**

Wortz K., Menard J. "Interprofessional Training: Bringing Integrated Behavioral Health to the Next Level." Lecture presentation at the Society of Teachers of Family Medicine Annual Spring Conference in Orlando, FL. April 27, 2015.\* Cao P., Menard J., Dickerson J., Holm L. "Rhabdomyolysis Secondary to Urinary Tract Infection with *E. coli*." *ConsultantLive.com*. 3 Sep 2013. Web.

Wortz K, Cade A, Menard JR, Lurie S, Lykens K, Bae S, Jackson B, Su F, Singh K, Coultas D. A qualitative study of patients' goals and expectations for self-management of COPD. *Prim Care Respir J* 2012;**21**(4):384-391. DOI:

<http://dx.doi.org/10.4104/pcrj.2012.00070> \*

Menard, J., Martinez, R., Cullen, E., Stringer, J., Hyman, W., Bosworth, M., and Le, M. "Non-Alcoholic Wernicke's Encephalopathy." *ConsultantLive.com*. 19 Oct. 2011. Web.

MacClements J.E, Menard R., Bosworth M.: *Management of a special-need shelter in the setting of a natural disaster*. Society of Teachers of Family Medicine Digital Resource Library, December 2009. \*

#### **Abstracts and Poster Presentations (\* = Peer Reviewed)**

April 2015 Adult Patients of the University of Texas Health Science Center at Tyler Family Medicine Clinic, Their Perceived Level of Stress, and How It Relates to Their Overall Health. Menard J., Wortz K., Low S., Cason J. Presented at the Society of Teachers of Family Medicine Annual Spring Conference in Orlando, FL. \*

May 2013 What's In Your Supplement? Sarcoidosis Precipitated By Over- The-Counter Hormone Supplementation. Weldon C, Philley J, MacClements J, Menard J, Hlavaty A. Presented at the American Thoracic Society conference in Philadelphia, PA, and published in the online Abstract Issue of the *American Journal of Respiratory and Critical Care Medicine*, vol. 187, May 2013. \*

May 2013 Transforming the Emergency Department Treatment of Non- Emergent Patients Utilizing the Concept of "Triaging To" Appropriate Patient Centered Care. Lee B, Bosworth M, Tompkins R, Menard R, Leach J, MacClements J, Lowrance R. First place, TexMed 2013 Conference, San Antonio, TX.

Sept 2012 Transforming the Emergency Department Treatment of Non- Emergent Patients Utilizing the Concept of "Triaging To" Appropriate Patient Centered Care. Lee B, Bosworth M, Tompkins R, Menard R, Leach J, MacClements J. The University of Texas System Clinical Safety and

Effectiveness Conference, *Building the Bridge: Maintaining Quality in the Face of Change*. San Antonio, TX.

July 2012 Cade A, Bosworth M, MacClements J, Gentry D, Menard J, Tompkins R, Olusola P, Liles M. *What are the Barriers to Implementing Routine Opt-Out HIV Testing?* Presented at the Texas Academy of Family Physicians Conference, Austin, TX.\*

Apr 2012 Wortz, K., Cade A., Menard R., Lurie S., Lykens K., Bae S., Jackson B., Su F., Singh K., Coultas D. *Assessment of Self-Management Needs Among Patients with COPD: A Qualitative Study*. Presented at the Society of Teachers in Family Medicine Annual Spring Conference, Seattle, WA.\*

### Quality Improvement

2015	Completed <i>IHI Open School</i> for healthcare professionals
2014	Underwent training in the <i>Lean</i> concept to work on various quality improvement measures
2012	Member of the UTHSCT hospital committee for the NAPH NSN quality improvement initiatives to reduce patient harms and improve safety initiatives
2012	Co-coordinator in implementing non-emergent ER patient transfer process to the UTHSCT Family Medicine Clinic. This process resulted in increased patient satisfaction scores, increased resident learning experience and patient exposure in the Family Medicine Clinic, and decreased costs to the institution.
2010-present	Yearly education to resident physicians and faculty colleagues of the American Academy of Family Physicians METRIC patient quality improvement/maintenance of certification process

### GRANT SUPPORT:

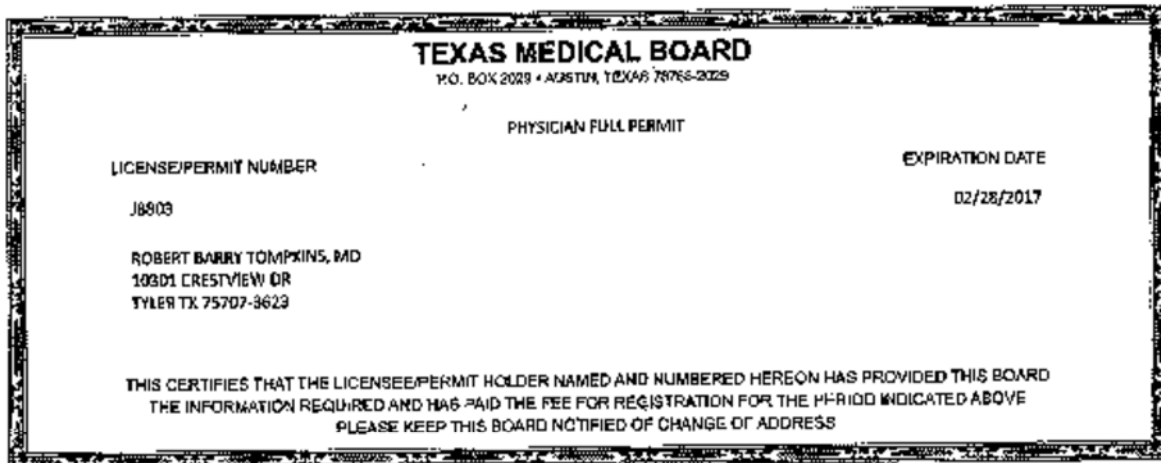
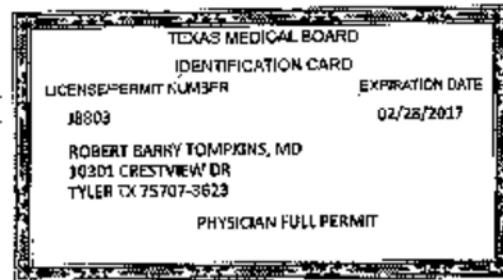
**Source:** Texas State Department of Health Services  
**Title:** Community Transformation Grant: Transforming Texas  
**Period:** 02/2012-02/2014  
**Amount:** \$99,502 / yr  
**Principal Investigator:** Jonathan MacClements, MD  
**Role:** Family Medicine Clinic Director

**Source:** Texas Department of State Health Services  
**Title:** HIV Coalition Grant  
**Period:** 07/2011-2013  
**Amount:** \$43,647 / yr  
**Principal Investigator:** Jonathan MacClements, MD  
**Role:** Family Medicine Assistant Clinic Director

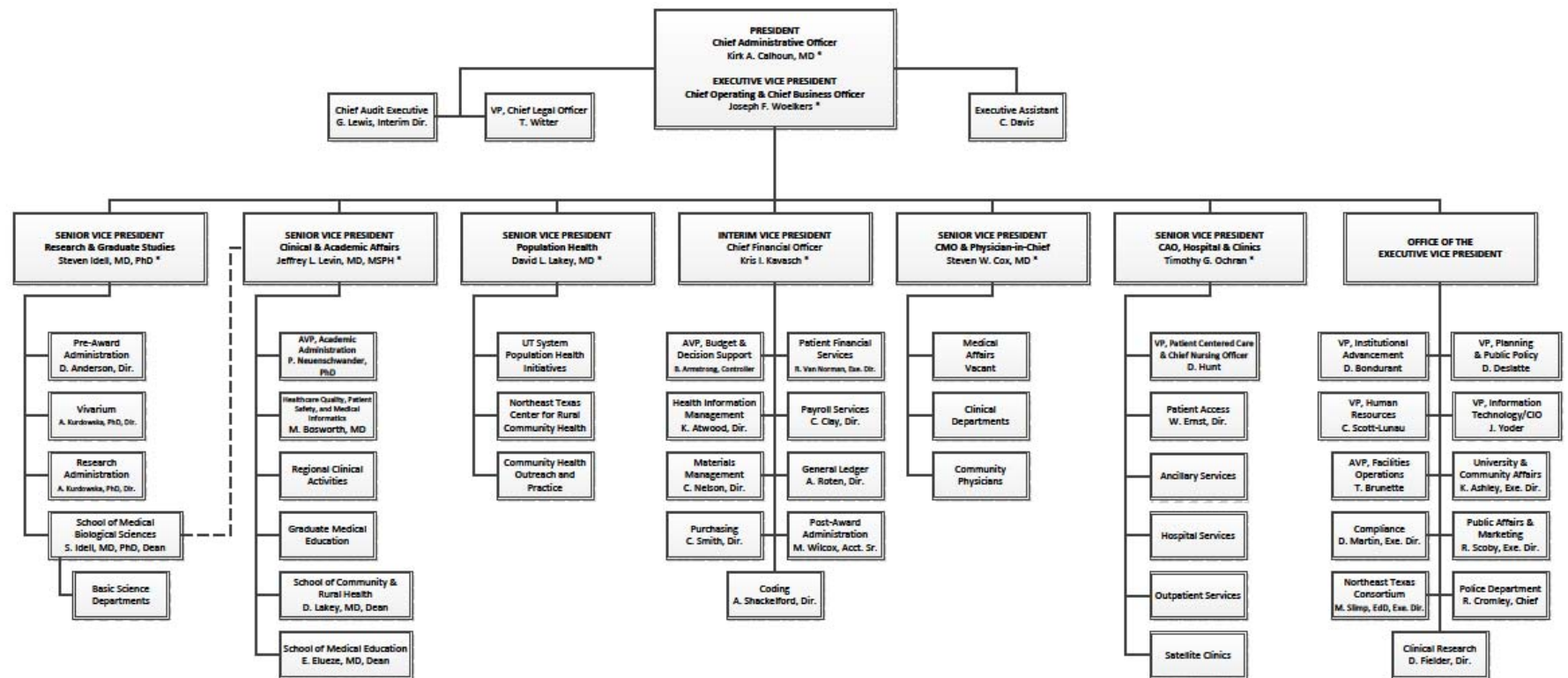
**Source:** Texas State Department of Health  
**Services Title:** Breast and Cervical Control  
**Program Period:** 06/2010-07/2011  
**Amount:** \$70,000  
**Principal Investigator:** Jonathan MacClements, MD  
**Role:** Physician Team Member

## OTHER ACTIVITIES

April 2015	Attendee to the Society of Teachers of Family Medicine Annual Spring Conference in Orlando, FL.
January 2013	Attendee to the National Committee for Quality Assurance conference on Facilitating PCMH Recognition in New Orleans, LA
August 2012	Attendee to the National Association of Public Hospitals NSN Conference in Houston, TX
July 2011	Attendee to the Texas Academy of Family Physicians Annual Session and Scientific Assembly in Dallas, TX
July 2010	Attendee to the Texas Academy of Family Physicians Annual Session and Scientific Assembly in San Antonio, TX
March 2010	Attendee to the C. Frank Webber Lectureship series held by the Texas Academy of Family Physicians in Austin, TX
July 2009	Attendee to the Texas Academy of Family Physicians Annual Session and Scientific Assembly in Arlington, TX
May 2009	Family Medicine Chief Resident Leadership Conference attendee in Dallas, TX
2008 & 2009	Delegate to the American Academy of Family Physicians conference in Kansas City, MO

**Texas Medical License for Medical Director:**

## Appendix III: Organizational Chart



\* Denotes Administrative Officer



## Appendix IV – Job Description Examples

### UTHSCT University Physician Associates (UPA) of East Texas

Name:

Job Title: Medical Clinic Services Director

Creation Date: 07/01/2013

Revision Date: N/A

FLSA Status: Exempt

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#### **JOB SUMMARY:**

Responsible for the overall management and organization of the medical clinic program at the Andrews Center. Coordinates the efforts of various services involved in the care to ensure the best possible outcome. Develops and monitors medical care policies/procedures and quality care performance pertaining to the medical clinic patients, working closely with the Andrews Center staff and the UTHCT midlevel practitioner.

#### **MAJOR DUTIES / CRITICAL TASKS:**

I. Performs the duties of the Medical Director.

Ensures optimal medical care is delivered to patients of the Andrews Center.

- a) Oversees midlevel practitioner at the Andrews Center, including being available for
- b) consultation via telephone or electronic communication.

2. Provides oversight to the midlevel practitioner including the following:

- a. In accordance with by state regulations regarding supervision, will be present at least 10% of the time the clinic is open and will verify that care is in accordance with quality assurance plans on file at the clinic which includes a random review and countersignature of at least 10% of patient charts (includes electronic review).
- b. review quality assurance plans, license registration, and privileges/scope of practice annually (to include standing orders, medical guidelines, medical diagnosis, delegated prescriptive authority), with revisions as appropriate.
- c. Delegate prescriptive authority to the midlevel practitioner and will review licensing requirements on an annual basis, including the understanding delegated prescriptive authority must be registered with the TMB.
- d. Authorize the midlevel practitioner to call in prescriptions to the pharmacy.

3. Assists Andrews Center administration staff in organizing, directing, and maintaining the Medical Clinic program in order to meet criteria and requirements as established by the Andrews Center and any and all appropriate regulatory agencies.

- a. Assists the administration in defining the necessary nursing and support services required for the medical clinic program, and working with administration, medical and nursing staff to implement these services.
- b. Recommends policies governing the operation of the program.
- c. Directs and assists the administration with necessary quality improvement activities to ensure the required and appropriate functioning of the program.

#### **REQUIRED EDUCATION / EXPERIENCE:**

I. *Education:* License to practice medicine in the State of Texas; credentialed on active UTHSCT staff.

*Experience:* Must be board eligible or board certified in Family Medicine

*Special Abilities:* Must demonstrate effective interpersonal skills and understanding of the independent roles of various allied health professionals.

**EQUIPMENT:**

Competent in use of equipment appropriate to medical specialty specified in medical staff privileges approved by the UTHSCT Medical Executive Committee.

**WORKING ENVIRONMENT:**

The hospital, clinic and administrative office settings are in a temperature-controlled environment. Physicians may be exposed to communicable diseases in the course of providing patient care. This position may require travel between normal office location and other buildings located on campus as well as off-campus travel.

**OTHER:**

This position requires the ability to follow directions, maintain confidentiality, trustworthiness, orderliness, accuracy, punctual attendance during stated hours of work, and the ability to interact with patients, co-workers, and visitors in a professional manner.

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

Signature of Employee \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_

Date Signed \_\_\_\_\_

**Program Manager Women's Health**

First Name            Jeanie  
Middle Name        N/A  
Last Name            Gallegly  
Position Name      Program Manager  
Women's Health Department Name  
North Tyler Clinic  
Manager Name       Nancy Starkey  
Employee Number

**POSITION SUMMARY**

This position is responsible for managing a complex project through essential partnerships with a) UTHSCT providers and clinics b) educational, faith-based, and community service organizations, and c) health care delivery organizations throughout the region. This position will be a resource for educational efforts about access and utilization of the health care system. This position will work collaboratively with UTHSCT clinicians and staff to support implementation of the designated project including coordination of QI processes. The position will also facilitate efforts to improve access to care, quality of care, and improve outcomes for women that meet program eligibility for enrollment in the EPHC program and/or other TDSHS services.

**MINIMUM REQUIRED EDUCATION**

A Bachelor's degree in nursing, business/healthcare management, social work or related field is required. An advanced degree is strongly preferred

**MINIMUM REQUIRED EXPERIENCE**

– Three years program management experience that includes excellent oral and written interpersonal communication skills, staff supervision, budget management, planning, coordination, and ability to work well within a team structure is required.

**LICENSURE/CERTIFICATION REQUIRED**

Heartsaver/First Aid

**EQUIPMENT**

Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers

**WORKING ENVIRONMENT**

This is an administrative/clerical environment

**PHYSICAL REQUIREMENTS**

- Stationary Position (such as sitting or standing) - Constantly or more than two-thirds of the time
- Moving/Traversing (must move about/around in an office or work area to access documents, equipment or people) - Occasionally or one-third of the time
- Operate, Activate, Use, Prepare, Position (operates machinery such as a computer, calculator, copier or printer) - Constantly or more than two-thirds of the time
- Positions Oneself or Others (positions oneself to repair, maintain, move around within spaces) - Does not apply
- Ascend/Descend, Work Atop, Traversing (such as on a ladder, staircase or other) - Occasionally or one-third of the time
- Communicate, Detect, Converse with, Discern, Convey, Express, Exchange (communicates effectively, exchanges accurate information; uses judgment) - Constantly or more than two-thirds of the time
- Detect, Determine, Distinguish, Recognize, Perceive, Identify, Inspect (uses the senses such as sight, sound, smell) - Constantly or more than two-thirds of the time
- Move, Transport, Position, Put, Install, Remove (such as equipment, objects and people 50lbs or less) – Occasionally or one-third of the time
- Move, Transport, Position, Put, Install, Remove – such as equipment, objects and people 50lbs or more - Constantly or more than two-thirds of the time;
- Stress (must navigate stressful situations, such as irate customers or visitors) - Occasionally or one-third of the time

**UTHSCT      University Physician Associates (UPA) of East Texas**

**Name:** James Ryan Menard, MD  
**Job Code:** 0104  
**Job Title:** Physician- Assistant Professor of Family Medicine  
**Creation Date:** 2/18/09  
**Revision Date:** N/A  
**FLSA Status:** Exempt

***JOB SUMMARY:***

Provides quality health care to inpatients and outpatients. Participates in hospital committee functions and administrative duties as assigned. Provides education and training to residents and medical students. Participates in research activities. The distribution of effort between these duties will be assigned by the Department Chair, Division Chief, or other administrative officers and will be appropriate to academic rank.

***MAJOR DUTIES / CRITICAL TASKS:***

- a. Acts as the Assistant Program Director for the Family Medicine Residency Program
- b. Acts as the Assistant Clinic Director for the Family Practice Clinic
- c. Provides quality medical care to scheduled and walk-in clinic patients and hospital patients for regular and urgent care needs.
- d. Provides teaching and education to residents and students through morning report,
- e. lectures, and supervision of clinical hands-on care including procedures.
- f. Conducts administrative duties and participates in committee functions as assigned. Assists in the expansion of the patient base by participating in approved marketing activities and providing services for managed care contracts.

***REQUIRED EDUCATION I EXPERIENCE:***

***Education:*** MD or DO from accredited medical school with credentials sufficient to meet the requirements for medical staff membership.

***Experience:*** Successful completion of internship and residency training in specialty. Academic rank is determined according to the process outlined in the UTHSCT Appointment and Promotion guidelines.

***EQUIPMENT:***

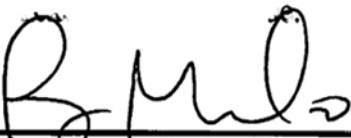
Competent in use of equipment appropriate to medical specialty specified in medical staff privileges approved by the UTHSCT Medical Executive Committee.


***WORKING ENVIRONMENT:***

The hospital, clinic and administrative office settings are in a temperature-controlled environment. Physicians may be exposed to communicable diseases in the course of providing patient care. This position may require travel between normal office location and other buildings located on campus as well as off-campus travel.

***OTHER:***

This position requires the ability to follow directions, maintain confidentiality, trustworthiness, orderliness, accuracy, punctual attendance during stated hours of work, and the ability to interact with patients, co-workers, and visitors in a professional manner.

 9/1/12  
\_\_\_\_\_  
Signature of Employee

 9/4/2012  
\_\_\_\_\_  
Signature of Supervisor

9/1/12  
\_\_\_\_\_  
Date Signed



**UTHSCT Job/Position Description**

**Job Title:** Community Health Worker

**Job Code:** 1535

**Position Name:** CHW Women's Health Services

**Position Code:** 2118

**Department Name:** North Tyler Clinic

**Department Code:** 3413

**Manager Name:** Nurse Manager, Outpatient Clinic

**FLSA Status:** Exempt

**Supervises Others:** No

**Revised:** September 2015

**JOB SUMMARY** – Community Health Worker will function as a member of a multidisciplinary team that conducts patient/family support to help patients achieve good health practices, and/or community outreach. Primary responsibilities include facilitation of health improvement, health promotion, health program development and support, health prevention activities, and coordination with regional programs and other partners within the community. Assist clients in completion of forms/applications required to receive needed services or as required by referral agencies. Determine eligibility for programs as determined by policy/procedure. Speak with diverse populations about health programs in a sensitive and culturally competent manner. Advocate for patients and their families to ensure health care program compliance. Provide families with referrals to external community resources (such as food pantries) as needed. Facilitate referrals for appropriate health information and services as recommended in the client's health care plan. Maintain data records and files for client records and program reporting. Schedule and/or deliver health education classes in designated communities. Assist with health screenings in the communities. Speak to community groups/organizations to promote healthy lifestyle activities. Provide one-on-one education on disease and encourage self-management skills with clients. Distribute and conduct client and community health assessments. Act as a health coach for clients to achieve desired health behaviors. Assist clients with navigation of the health care system and processes.

**MINIMUM REQUIRED EDUCATION** – High School diploma or GED Required. Current community Health Worker certification by the Texas Department of State Health Services or obtained within 3 months of hire.

**MINIMUM REQUIRED EXPERIENCE** – Two years of health/clinical experience or equivalent health-related education required. Knowledge of community resources and experience working with a variety of community-based organizations preferred. Bi-lingual in Spanish strongly preferred. Demonstrated ability to use Microsoft Office Word, Access, Excel and various other software programs is required.

**LICENSURE/CERTIFICATION REQUIRED** – check all that are REQUIRED for the job.

☐ Heartsaver/First Aid ☐ Healthcare Provider ☐ ACLS ☐ CCRT ☐ PALS ☐ RCP ☐ AART

☐ CCRN ☐ TNCC ☐ LMSW ☐ CPC ☐ Pharmacist ☐ MLT ☐ MT ☐ CPHT ☐ Med. Asst.

☐ LVN ☐ RN ☐ Nuc. Med. ☐ Phleb. ☐ Other:

**EQUIPMENT** – briefly describe the type of equipment this person may encounter.

☒ Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers

☐ Medical equipment such as I.V. pumps, portable oxygen, fluids

☐ Heavy equipment such as lawn mowers, floor waxing machines, and driving vehicles

☐ Other (Please explain

**WORKING ENVIRONMENT** – Select any of the following that apply:

- ☒ This is an administrative/clerical environment
- ☐ This is a clinical/surgical environment
- ☐ This is a technical or service environment
- ☐ This is a high-risk environment (TB/E.R./ I.C.U./Surgical/Hazardous Materials/ Exposure to inclement weather conditions)
- ☒ Other (Please explain): The position generally functions with the community and will include travel within the immediate counties which UT Health serves and driving between cities.

**PHYSICAL REQUIREMENTS** may include: (select any of the following that apply)

Stationary Position – such as sitting or standing

- ☐ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☒ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Moving/Traversing – must move about/around in an office or work area to access documents, equipment or people

- ☐ Occasionally or one-third of the time;
- ☒ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Operate, Activate, Use, Prepare, Position – operates machinery such as a computer, calculator, copier or printer

- ☐ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☒ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Positions Oneself or Others – positions oneself to repair, maintain, move around within spaces

- ☒ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Ascend/Descend, Work Atop, Traversing – such as on a ladder, staircase or other

- ☐ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☒ Does not apply

Communicate, Detect, Converse with, Discern, Convey, Express, Exchange – communicates effectively, exchanges

- accurate information; uses judgment
- ☐ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;



- ☒ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Detect, Determine, Distinguish, Recognize, Perceive, Identify, Inspect – uses the senses such as sight, sound, smell

- ☐ Occasionally or one-third of the time;
- ☒ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Move, Transport, Position, Put, Install, Remove – such as equipment, objects and people 50lbs or less

- ☒ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Move, Transport, Position, Put, Install, Remove – such as equipment, objects and people 50lbs or more

- ☐ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☒ Does not apply

Stress – must navigate stressful situations, such as irate customers or visitors

- ☒ Occasionally or one-third of the time;
- ☐ Frequently or one-third to two-thirds of the time;
- ☐ Constantly or more than two-thirds of the time;
- ☐ Does not apply

Note: Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

**PFS Mgr**

First Name Kimberly  
Middle Name N/A  
Last Name Clements  
Position Name PFS Mgr  
Department Name Patient Financial Services  
Manager Name Rose Van Norman  
Employee Number 5870

**POSITION SUMMARY**

Responsible for managing and coordinating patient financial services areas and staff who are responsible for professional billing and collection, self-pay collections, credits, and cashing duties. Organizes work flow in order to maximize the efficiency and productivity of personnel. Analyzes, trends, reports and takes effective action on professional billing issues and issues affecting timely follow-up, denials, and collection of accounts. Establishes policies and procedures and develops processes for streamlining billing/collections, self-pay collections, working credits, and cash flow management. Prepares AR reports as required and requested by management team. Other duties as assigned by management team.

**MINIMUM REQUIRED EDUCATION**

Associate degree in Business Administration or related field. Additional years of experience may be substituted for required degree on a one-for-one basis.

**MINIMUM REQUIRED EXPERIENCE**

Requires five (5) years of experience in billing/collections in healthcare setting. A minimum of three (3) years experience in a supervisory role in a Hospital or physician setting required. Excellent communication and leadership skills required as well as extensive computer skills

**LICENSURE/CERTIFICATION REQUIRED**

None specified

**EQUIPMENT**

Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers

**WORKING ENVIRONMENT**

This is an administrative/clerical environment

**PHYSICAL REQUIREMENTS**

- Stationary Position (such as sitting or standing) - Occasionally or one-third of the time
- Moving/Traversing (must move about/around in an office or work area to access documents, equipment or people) - Frequently or one-third to two-thirds of the time
- Operate, Activate, Use, Prepare, Position (operates machinery such as a computer, calculator, copier or printer) - Frequently or one-third to two-thirds of the time
- Positions Oneself or Others (positions oneself to repair, maintain, move around within spaces) - Does not apply
- Ascend/Descend, Work Atop, Traversing (such as on a ladder, staircase or other) - Occasionally or one-third of the time
- Communicate, Detect, Converse with, Discern, Convey, Express, Exchange (communicates effectively, exchanges accurate information; uses judgment) - Frequently or one-third to two-thirds of the time
- Detect, Determine, Distinguish, Recognize, Perceive, Identify, Inspect (uses the senses such as sight, sound, smell) - Does not apply
- Move, Transport, Position, Put, Install, Remove (such as equipment, objects and people 50lbs or less) - Does not apply
- Move, Transport, Position, Put, Install, Remove - such as equipment, objects and people 50lbs or more - Does not apply
- Stress (must navigate stressful situations, such as irate customers or visitors) - Occasionally or one-third of the time



## Reimbursement Manager

First Name Janice  
Middle Name N/A  
Last Name Lewis  
Position Name Reimbursement Manager  
Department Name Patient Financial Services  
Manager Name Rose Van Norman  
Employee Number 2671

### POSITION SUMMARY

Responsible for managing and coordinating patient financial services areas and staff who are responsible for billing and collections of hospital services. Responsible for the oversight of the Chargemaster (CDM) and clinical and technical denials management, which involves reviewing, analyzing, researching, monitoring, educating, and determining appropriateness of clinical and technical appeals. Establishes policies and procedures and develops processes for streamlining billing and collections. Prepares AR reports as required and requested by management team. Other duties as assigned by management team.

### MINIMUM REQUIRED EDUCATION

Bachelor's degree in Business Administration or related area preferred.

### MINIMUM REQUIRED EXPERIENCE

Knowledge in utilization management required. Demonstrates competence in denial/appeals management and utilization management. Coding Certification (CCPC or CCS) is strongly preferred. Five (5) years minimum experience in physician and hospital coding, billing, and reimbursement.  
A minimum three (3) years of experience in a supervisory role in a Hospital or physician setting is required. Excellent communication and leadership skills required as well as extensive computer skills.

### LICENSURE/CERTIFICATION REQUIRED

None specified

### EQUIPMENT

Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers

### WORKING ENVIRONMENT

This is an administrative/clerical environment

### PHYSICAL REQUIREMENTS

- Stationary Position (such as sitting or standing) - Constantly or more than two-thirds of the time
- Moving/Traversing (must move about/around in an office or work area to access documents, equipment or people) - Frequently or one-third to two-thirds of the time
- Operate, Activate, Use, Prepare, Position (operates machinery such as a computer, calculator, copier or printer) - Frequently or one-third to two-thirds of the time
- Positions Oneself or Others (positions oneself to repair, maintain, move around within spaces) - Does not apply
- Communicate, Detect, Converse with, Discern, Convey, Express, Exchange (communicates effectively, exchanges accurate information; uses judgment) - Frequently or one-third to two-thirds of the time
- Detect, Determine, Distinguish, Recognize, Perceive, Identify, Inspect (uses the senses such as sight, sound, smell) - Does not apply
- Move, Transport, Position, Put, Install, Remove (such as equipment, objects and people 50lbs or less) - Does not apply
- Move, Transport, Position, Put, Install, Remove - such as equipment, objects and people 50lbs or more - Does not apply
- Stress (must navigate stressful situations, such as irate customers or visitors) - Occasionally or one-third of the time

**Note:** Specific job requirements or physical location of some positions allocated to this classification, may render this



**Reimbursement Manager**

First Name Janice  
Middle Name N/A  
Last Name Lewis  
Position Name Reimbursement Manager  
Department Name Patient Financial Services  
Manager Name Rose Van Norman  
Employee Number 2671

**POSITION SUMMARY**

Responsible for managing and coordinating patient financial services areas and staff who are responsible for billing and collections of hospital services. Responsible for the oversight of the Chargemaster (CDM) and clinical and technical denials management, which involves reviewing, analyzing, researching, monitoring, educating, and determining appropriateness of clinical and technical appeals. Establishes policies and procedures and develops processes for streamlining billing and collections. Prepares AR reports as required and requested by management team. Other duties as assigned by management team.

**MINIMUM REQUIRED EDUCATION**

Bachelor's degree in Business Administration or related area preferred.

**MINIMUM REQUIRED EXPERIENCE**

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A minimum three (3) years of experience in a supervisory role in a Hospital or physician setting is required. Excellent communication and leadership skills required as well as extensive computer skills.

**LICENSURE/CERTIFICATION REQUIRED**

None specified

**EQUIPMENT**

Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers

**WORKING ENVIRONMENT**

This is an administrative/clerical environment

**PHYSICAL REQUIREMENTS**

- Stationary Position (such as sitting or standing) - Constantly or more than two-thirds of the time
- Moving/Traversing (must move about/around in an office or work area to access documents, equipment or people) - Frequently or one-third to two-thirds of the time
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- Detect, Determine, Distinguish, Recognize, Perceive, Identify, Inspect (uses the senses such as sight, sound, smell) - Does not apply
- Move, Transport, Position, Put, Install, Remove (such as equipment, objects and people 50lbs or less) - Does not apply
- Move, Transport, Position, Put, Install, Remove - such as equipment, objects and people 50lbs or more - Does not apply
- Stress (must navigate stressful situations, such as irate customers or visitors) - Occasionally or one-third of the time

**Note:** Specific job requirements or physical location of some positions allocated to this classification, may render this

**PFS Mgr**

First Name Kimberly  
Middle Name N/A  
Last Name Clements  
Position Name PFS Mgr  
Department Name Patient Financial Services  
Manager Name Rose Van Norman  
Employee Number 5870

**POSITION SUMMARY**

Responsible for managing and coordinating patient financial services areas and staff who are responsible for professional billing and collection, self-pay collections, credits, and cashing duties. Organizes work flow in order to maximize the efficiency and productivity of personnel. Analyzes, trends, reports and takes effective action on professional billing issues and issues affecting timely follow-up, denials, and collection of accounts. Establishes policies and procedures and develops processes for streamlining billing/collections, self-pay collections, working credits, and cash flow management. Prepares AR reports as required and requested by management team. Other duties as assigned by management team.

**MINIMUM REQUIRED EDUCATION**

Associate degree in Business Administration or related field. Additional years of experience may be substituted for required degree on a one-for-one basis.

**MINIMUM REQUIRED EXPERIENCE**

Requires five (5) years of experience in billing/collections in healthcare setting. A minimum of three (3) years experience in a supervisory role in a Hospital or physician setting required. Excellent communication and leadership skills required as well as extensive computer skills

**LICENSURE/CERTIFICATION REQUIRED**

None specified

**EQUIPMENT**

Standard office equipment including: telephones, facsimiles, copiers, personal computers and printers


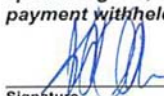
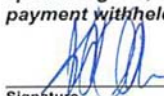
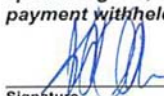
**WORKING ENVIRONMENT**

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**PHYSICAL REQUIREMENTS**

- Stationary Position (such as sitting or standing) - Occasionally or one-third of the time
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**Appendix V – Contracting Forms**

	<b>State of Texas</b> <b>Health &amp; Human Services Commission</b>  <b>Child Support Certification</b>										
<p style="text-align: center;"><b>I.</b></p> <p>Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to</p> <ul style="list-style-type: none"><li>• a person who is more than 30 days delinquent in the payment of child support, and</li><li>• a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.</li></ul> <p>Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until</p> <ul style="list-style-type: none"><li>• all arrearages have been paid, or</li><li>• the person is in compliance with a written repayment agreement or court order as to any existing delinquency.</li></ul> <p>Section 231.006 further requires each bid, or application for a contract, grant, or loan to include</p> <ul style="list-style-type: none"><li>• the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and</li><li>• the statement in Part III below.</li></ul> <p>Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.</p>											
<p style="text-align: center;"><b>II.</b></p> <p>In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.</p> <table border="0" style="width: 100%;"><thead><tr><th style="text-align: center;">Name</th><th style="text-align: center;">Social Security #</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>		Name	Social Security #	_____	_____	_____	_____	_____	_____	_____	_____
Name	Social Security #										
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_____	_____										
<p style="text-align: center;"><b>III.</b></p> <p>As required by Section 231.006, the undersigned certifies the following:</p> <p><b><i>"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."</i></b></p> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: bottom;"><div style="text-align: center;"> _____ Signature David Anderson _____ Printed Name</div></td><td style="width: 50%; vertical-align: bottom;"><div style="text-align: center;">Director, Sponsored Programs Title _____ Date 7/6/16</div></td></tr></table>		<div style="text-align: center;"> _____ Signature David Anderson _____ Printed Name</div>	<div style="text-align: center;">Director, Sponsored Programs Title _____ Date 7/6/16</div>								
<div style="text-align: center;"> _____ Signature David Anderson _____ Printed Name</div>	<div style="text-align: center;">Director, Sponsored Programs Title _____ Date 7/6/16</div>										



**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.



Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>The University of Texas Health Science Center Tyler</b>	Vendor ID No. or Social Security No. <b>1756001354A1</b>	HHSC Contract No. (if applicable)
 Signature of Authorized Representative	 Date	Printed/Typed Name and Title of Authorized Representative <b>David Anderson, Director, Sponsored Programs</b>

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



HHSC RFP No.: 529-16-0132Respondent Name: The University of Texas Health Science  
Center at Tyler**Required Certifications**

*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - o the intention to submit a proposal;
  - o the methods or factors used to calculate the prices proposed; or
  - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - o HHSC's procurement rules, procedures, and processes;
  - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

Effective: 02/09/07

Revised: 05/06/09

HHSC RFP No.: 529-16-0132 Respondent Name: The University of Texas Health  
Science Center at Tyler

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

  
Signature

David Anderson

Printed Name

Director, Sponsored Programs

Title

Date

2/6/16

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.


**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-L.L.L.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>The University of Texas Health Science Center at Tyler</b>	Vendor ID No. or Social Security No. <b>1756001354A1</b>	HHSC Contract No. (if applicable)
Name of Authorized Representative (type or print) <b>David Anderson</b>	Title <b>Director, Sponsored Programs</b>	 Signature--Authorize Representative
		<b>2/6/16</b> Date

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Form Number: CPP0434


HHSC Contract No. \_\_\_\_\_

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION****ANTI-TRUST CERTIFICATION****STATE OF TEXAS****COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
\_\_\_\_\_  
Authorized signature

The University of Texas Health Science Center at Tyler

\_\_\_\_\_  
Name of Contractor/Vendor  
\_\_\_\_\_  
Date

David Anderson

\_\_\_\_\_  
Printed Name of Individual

Director, Sponsored Programs

\_\_\_\_\_  
Title of Individual

Effective Date: 04/02/2007

Revision Date:



~~Effective: August 2004~~  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0132  
Respondent's Name: UTHSC-TYLER

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The University of Texas Health Science Center at Tyler</u>	
2. Doing Business As: <u>UTHSC-Tyler or UT Health Northeast</u>	
3. Physical Address: <u>11937 US Hwy 271, Tyler Texas 75708</u>	
4. Mailing Address: <u>11937 US Hwy 271, Tyler Texas 75708</u>	
5. Taxpayer Identification Number: <u>75-6001354</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input checked="" type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other (specify): <u>Agency of the State of Texas</u>	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: <u>Agency of the State of Texas: University of Texas System</u>	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Dr. Kirk Calhoun</u> Title: <u>President and Chief Executive Officer</u> Mailing Address: <u>11937 US Hwy 271</u> <u>Tyler, Texas 75708</u> Telephone: <u>903-877-7750</u> Fax: <u>903-877-7759</u> E-mail: <u>Kirk.Calhoun@uthct.edu</u>	2. Primary Contact for Proposal Questions: Name: <u>Jeanie D. Gallegly</u> Title: <u>Program Manager</u> Mailing Address: <u>11937 US Hwy 271</u> <u>Tyler, Texas 75708</u> Telephone: <u>903-877-8007</u> Fax: <u>903-877-8893</u> E-mail: <u>Jeanie.Gallagly@uthct.edu</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>N/A</u>	
2. Doing Business As: _____	
3. Physical Address: _____	

Effective: August 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0132

Respondent's Name: UTHSC-TYLER

4. Mailing Address: _____	
5. Taxpayer Identification Number: _____	
6. Legal Status (check one):	<input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity
7. Business Structure (check one):	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one):	<input type="checkbox"/> State of Texas Certified Entity <input type="checkbox"/> Non-HUB Entity
Have you attached additional pages for Part 3? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.</b>	
1. Name of former state employee: <u>Dr. Paul McGaha</u>	
2. Job title at termination of state employment: <u>Regional Medical Director</u>	
3. Date of termination of state employment: <u>April 17, 2015</u>	
4. Annual rate of compensation at termination: <u>\$170,000</u>	
5. Description of job responsibilities while state employee: <u>Directed a comprehensive 35 county regional public health department in Health Service Region 4/5N. Oversaw the provision of essential public health services where no local health department existed. Oversaw all of the departmental programmatic activities</u>	
<u>See attached continuation page</u>	
6. If the former state employee worked on matters relating to the RFP, describe those matters: _____ _____ _____ _____ _____	
Have you attached additional pages for Part 4? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

~~Effective August 2008~~

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0132

Respondent's Name: UTHSC-TYLER

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

None known at this time.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

D.C. Docket No.6:1-CV-650

US Court of Appeals for the Fifth Circuit. Debra Ellen Cohen vs University of Texas Health Science Center @ Tyler; Center for Clinical Research. Discrimination and Retaliation claims under

504(a) of the Rehabilitation Act of 1973. Suit for Damages. Upheld District Court's grant of UTHSC's motion summary judgement and dismissed Cohen's claim

6:14-CV-00649-LED

US Court for the Eastern District of Texas. Marilyn Rhodes vs UTHSC@Tyler. Disability discrimination under Title 11 of the Americans with Disabilities Act, Section 504 of the 1973 Rehabilitation Act.

Suit for damages. Settled and dismissed with prejudice.

See attached continuation page.

Have you attached additional pages for Part 6? ☒ Yes ☐ No



~~Effective: August 2004~~

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0132

Respondent's Name: UTHSC-TYLER

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

Not applicable

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are exempted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: Not applicable

2. PIA Exception\*:

3. Explanation of Why the Exception Applies:

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

**Respondent Information and Disclosure continuation page**Part 4: Former State Employees

1. Name of former state employee: Dr. David Lakey
2. Job title at termination of state employment: Texas Commissioner of Health
3. Date of termination of state employment: January 31, 2015
4. Annual rate of compensation at termination: \$210,000
5. Description of job responsibilities while state employee: Responsible for planning, directing and administering public health programs and activities within the purview of the Texas Department of State Health Services. Oversaw the provision of mental health services at the Texas State Hospital facilities. Supervised eight regional departmental offices located throughout the state.

Part 6: Litigation

Cause No. 2015-680-CCL2

District Court of Greg County, Texas

Khurram Nawab vs UTHSC@Tyler and Good Shepherd Health System, Inc.

Retaliation and harassment based on race, religion and national origin in violation of the Texas Commission on Human Rights Act

Suit for Damages. In Discovery

16-0813-B

District Court of Smith County, Texas

Norma Lynn Smith vs UTHSC@Tyler

Medical negligence

Suit for damages. In Discovery

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Univ. of Texas Health Science Center Tyler Address: 11937 U.S. Hwy 271 City: Tyler State: TX ZIP: 75708 Main Telephone #: (903) 877-7777 Website: <a href="http://www.uthealth.org">www.uthealth.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 1370
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: Donna Martin Address: 11937 U.S. Hwy 271 City: Tyler State: TX ZIP: 75708 Telephone #: (903) 877-8675 Email Address: <a href="mailto:donna.martin@uthct.edu">donna.martin@uthct.edu</a>  <b>B. Privacy Official:</b> Name: Terry Witter Address: 11937 U.S. Hwy 271 City: Tyler State: TX ZIP: 75708 Telephone #: (903) 877-7704 Email Address: <a href="mailto:terry.witter@uthct.edu">terry.witter@uthct.edu</a>

**5. HHS Agency Information** Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	<input type="text"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 4
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	3
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	0
<b>c. Cloud Services.</b> Number of Cloud Services in use.	0
<b>d. Data Centers.</b> Number of Data Centers in use.	1
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	<b>Select Option</b>
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	<b>Yes or No</b>
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No



**Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

<b>1. Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>


<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b></p>	
<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	<p><input type="checkbox"/> <b>No Electronic Systems</b></p>
<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<b>8.</b> Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>9.</b> Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>10.</b> Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? ( <a href="#">FIPS 140-2 encryption</a> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>11.</b> Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>12.</b> Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>13.</b> Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? ( <a href="#">FIPS 140-2 encryption</a> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>	



<b>14.</b> Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>15.</b> Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>16.</b> Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>17.</b> Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>18.</b> Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 9/26/16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> <li>Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)</li> <li>Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a>.</li> </ul> <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	

## Appendix VI – Healthy Texas Women Certification

### Healthy Texas Women Certification

Legal Business Name of  
Applicant:

The University of Texas Health Science Center at Tyler

This certification pertains to the following billing or performing provider:

Provider Name The University of Texas Health Science Center at Tyler

Federal Tax ID Number 1756001354A1

NPI Number 1417941295

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 11937 U.S. HWY 271

Street Address City/State/Zip Code Tyler, TX 75708-3154

Telephone Number (903) 877-7000

Provider's primary physical address:

Street Address 11937 U.S. HWY 271

Street Address City/State/Zip Code Tyler, TX 75708-3154

Telephone Number (903) 877-7000

#### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is David Anderson. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director of Sponsored Programs. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.  
☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**


**If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)**

Effective Date of Certification 7/6/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature:  To the Best of my Knowledge

Printed Name: David Anderson

Title: Director, Sponsored Programs

Date: 7/6/16



## Required Form 1 – HUB Subcontracting Plan



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

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While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

**"Continuous Contract":** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.





# HUB Subcontracting Plan (HSP)

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In accordance with Texas Gov't Code §2616.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

[illegible]

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract<sup>1</sup> in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: The University of Texas Health Science Center at Tyler State of Texas VID #: 1756001354A1  
Point of Contact: Paul McGaha Phone #: 903-877-8083  
E-mail Address: Paul.McGaha@uthct.edu Fax #: 903-877-8893

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Requisition #: 529-16-0132 Bid Open Date: 05/27/2016

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Enter your company's name here: The University of Texas Health Science Center at Tyler Requisition #: 529-16-0132**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - *###*, I will be subcontracting portions of the contract. (If *###*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - *###*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *###*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Description of Subcontracting Opportunity	###		###	
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to Non-HUB vendors.	Percentage of the contract expected to be subcontracted to Texas certified HUBs.
1		%	%	%	%
2		%	%	%	%
3		%	%	%	%
4		%	%	%	%
5		%	%	%	%
6		%	%	%	%
7		%	%	%	%
8		%	%	%	%
9		%	%	%	%
10		%	%	%	%
11		%	%	%	%
12		%	%	%	%
13		%	%	%	%
14		%	%	%	%
15		%	%	%	%
		%	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - *###* (If *###*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - *###* (If *###*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - *###* (If *###*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - *###* (If *###*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**"Continuous Contract":** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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Enter your company's name here: The University of Texas Health Science Center at Tyler Requisition #: 529-16-0132

**RESPONDENT'S SUBCONTRACTING INTENTIONS**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Line Item	Description of Subcontracting Opportunity	Percentages		Percentage of the contract expected to be subcontracted to non-HUBs.
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Total		%	%	%

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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Enter your company's name here: The University of Texas Health Science Center at Tyler Requisition #: 529-16-0132

**SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

UTHSC-Tyler receives grants and enters into contracts with multiple state and federal agencies, including the National Institutes of Health (NIH), the Centers for Disease Control (CDC), the American Heart Association, the Susan G. Komen Foundation, the Texas Health and Human Services Commission, the Texas Department of State Health Services, and the federal Centers for Medicare and Medicaid Services (CMS).

Oversight for grants, contracts, and subcontracts occurs primarily in the Pre-award Services Department. Personnel in this department have a combined total of over 35 years of experience. With a full hospital and 4 additional primary care clinics, UTHSC Tyler has the capacity and clinical expertise to deliver the full range of services within this proposal, and is well equipped to perform the medical, diagnostic and associated health care services that may be required by clients in the program. The institution has separate departments and personnel providing financial, legal, billing, compliance and quality assurance training and a full array of support services for institutional programs, contracts and awards.

Patients who have difficulty traveling to UTHSCT will be referred to East Texas Rural Transit District (Go Bus), which covers the entire 11-county region. Tyler Transit provides services to the North Tyler Clinic. Patients who cannot afford medication will be referred to one or more of the following programs/agencies – UTHSCT in house pharmacy assistance program or Wal-Mart, both of which maintain a stock of generic medications that cost \$4.00 or less; the local charitable organizations who assistance with purchasing medications such as PATH (People Attempting to Help); or the Salvation Army. UTHSCT Pharmacy has a mail-out program to help eliminate the barriers of transportation and the time.

000000 -00 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

David Anderson

Printed Name

Director, Sponsored Programs

Title

7/5/2016

Date \_\_\_\_\_

DOI: 10.1002/for

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.







Rev. 09/15

**Enter your company's name here:** The University of Texas Health Science Center at Tyler      **Requisition #:** 529-16-0132

**IMPORTANT:** If you responded **"No"** to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**000000 0000 SUBCONTRACTING OPPORTUNITIES**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

0000 00 00 0 00: \_\_\_\_\_ 0 000000 0000 0 00

**MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ If *no* *or* *no* *or* *no*, continue to SECTION B-3 and SECTION B-4.)

## NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items 0, 1, 2 and 3, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Opportunity Notice	Company Name	Texas VID (Do not enter Social Security Numbers)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Rev 09/15

Enter your company's name here: The University of Texas Health Science Center at Tyler Requisition #: 529-16-0132**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than **ten (10) working days** after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

Rev. 09/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

<b>SECTION: A PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: <u>The University of Texas Health Science Center at Tyler</u>	State of Texas VID #: <u>1756001354A1</u>
Point-of-Contact: <u>Paul McGaha</u>	Phone #: <u>903-877-8083</u>
E-mail Address: <u>Paul.McGaha@uthct.edu</u>	Fax #: <u>903-877-8893</u>
<b>SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: <u>05/27/2016</u>
Requisition #: <u>529-16-0132</u>	(mm/dd/yyyy)
<b>SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b> If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Central Time</span> <span>Date (mm/dd/yyyy)</span> </div>	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
<b>2. Subcontracting Opportunity Scope of Work:</b>  	
<b>3. Required Qualifications:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
<b>4. Bonding/Insurance Requirements:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
<b>5. Location to review plans/specifications:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	



# **Attachment C – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.



## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.



## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment D – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

## **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

# **ARTICLE VIII. PAYMENT**

## **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.



## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment E – State Assurances**



## **State Assurances**

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
  - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
  - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
  - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
  - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment F – Federal Assurances**

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment G– DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. \_\_\_\_\_, in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and



administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

**Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

**Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

**Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

**Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_